## UNITED STATES DISTRICT COURT FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture

CIVIL NO.

Plaintiff

Foreclosure of Mortgage

٧.

ANGEL M. LOPEZ PADRO a/k/a ANGEL MARIO LOPEZ PADRO, LUCIA AMALIA RUIZ LOPEZ, and their Conjugal Partnership

Defendants

#### COMPLAINT

#### TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

- 1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
- 2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of three (3) promissory notes that affect the property described further below.
- 3. The first promissory note is for the amount of \$73,500.00, with annual interest of 5%, subscribed on August 11, 1977 by Angel M. Lopez Padro a/k/a Angel Mario Lopez Padro.

  See Exhibit 1 and 1-A.
- 4. For the purpose of securing the payment of said promissory note, Angel M. Lopez Padro a/k/a Angel Mario Lopez Padro executed a voluntary mortgage on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 55 before Notary Public Domingo A. Vivaldi Fermoso. This mortgage is duly recorded

- at the Property Registry of Ponce at page 128 of volume 230 of Yauco, Puerto Rico, property number 7,700, 3<sup>rd</sup> inscription and at page 134 of volume 230 of Yauco, property number 7,701, 3<sup>rd</sup> inscription. See Exhibits 2, 2-A, 3 and 4.
- 5. The note for \$73,500.00 was modified on several occasions. Last modification occurred on November 21, 2002, for the amount of \$169,320.90, under the terms and conditions stipulated and agreed therein, through Deed No. 90. See Exhibits 5 and 5-A.
- 6. Plaintiff is also the owner and holder of a promissory note for the amount of \$10,000.00, with annual interest of 3.75%, subscribed on April 25, 1995 by Angel M. Lopez Padro a/k/a Angel Mario Lopez Padro. See Exhibits 6.
- 7. For the purpose of securing the payment of said promissory note, Angel M. Lopez Padro a/k/a Angel Mario Lopez Padro executed a voluntary mortgage on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 73 before Notary Public Omar Castellon Perez. This mortgage is duly recorded at the Property Registry of Ponce at page 138 of volume 379 of Yauco, Puerto Rico, property number 7,700, 6th inscription and at page 143 of volume 379 of Yauco, property number 7,701, 7th inscription. See Exhibits 3, 4 and 7.
- 8. The note for \$10,000.00 was modified. Last modification occurred on November 21, 2002, for the amount of \$12,559.34, under the terms and conditions stipulated and agreed therein, through Deed No. 90. See Exhibits 5 and 5-A.
- Plaintiff is also the owner and holder of a promissory note for the amount of \$8,000.00, with annual interest of 4.50%, subscribed on February 13, 1990 by Angel M. Lopez Padro a/k/a Angel Mario Lopez Padro and codefendant Lucia Amalia Ruiz Lopez. See Exhibits 8.
- 10. For the purpose of securing the payment of said promissory note, Angel M. Lopez Padro a/k/a Angel Mario Lopez Padro and Lucia Amalia Ruiz Lopez executed a voluntary mortgage on the same date, in favor of the plaintiff, under the terms and conditions

stipulated and agreed therein, through Deed No. 8 before Notary Public Xavier R. Torres Villa. This mortgage is duly recorded at the Property Registry of Ponce at page 136 of volume 230 of Yauco, Puerto Rico, property number 7,701, 5<sup>th</sup> inscription. See Exhibits 4 and 9.

- The note for \$8,000.00 was modified on several occasions. Last modification occurred on November 21, 2002, for the amount of \$2,719.24, under the terms and conditions stipulated and agreed therein, through Deed No. 90. See Exhibits 5 and 5-A.
- 12. According to the Property Registry, defendant Angel M. Lopez Padro a/k/a Angel Mario Lopez Padro is the owner of record of the real estate properties subject of this case. Said properties are described -as it were recorded in Spanish- as follows:

RÚSTICA: Parcela número Uno (1): Predio de terreno en el Barrio Barinas del término municipal de Yauco, Puerto Rico, con una cabida superficial de una (1) cuerda equivalente a tres mil novecientos treinta metros cuadrados (3,930 m.c.), en lindes por el NORTE, SUR, y OESTE, en sesenta y dos punto setenta metros con terrenos de la finca principal de la cual se segrega.

PROPERTY NUMBER: 7,700, recorded at page 193 of volume 543 of Yauco, Registry of the Property of Puerto Rico, section II of Ponce.

RÚSTICA: Parcela número Dos (2): Predio de terreno en el Barrio Barinas del término municipal de Yauco, Puerto Rico, con una cabida superficial de nueve cuerdas, equivalente a treinta y cinco mil trescientos setenta (35.370) metros cuadrados. En lindes por el NORTE, y SUR, en ciento cincuenta y tres metros cada una con terrenos de la finca principal de la cual se segrega; y por el ESTE, y OESTE, en doscientos treinta y uno punto diez y ocho metros cada uno con terrenos de Máximo Vega Flores y terrenos de la Sucesión Mario López Camacho de los cuales se segregan respectivamente.

PROPERTY NUMBER: 7,701, recorded at page 202 of volume 543 of Yauco, Registry of the Property of Puerto Rico, section II of Ponce.

See Title Search attached as Exhibit 3 and 4.

13. The title searches attached to this complaint confirm the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. See Exhibits 3

and 4.

- 14. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
- 15. The defendants herein have failed to comply with terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, the defendant party owes to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit 10*, the following amounts:
  - a) On the \$73,500.00 Note, as modified:
    - 1) The sum of \$166,671.12, of principal;
    - 2) The sum of \$117,024.60, of interest accrued as of September 9, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$22.8317;
    - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
  - b) On the \$10,000.00 Note, as modified:
    - 1) The sum of \$10,950,47, of principal;
    - 2) The sum of \$4,344.90, of interest accrued as of September 9, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$1.1250;
    - Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

- c) On the \$8,000.00 Note, as modified:
  - 1) The sum of \$1,004.50, of principal;
  - 2) The sum of \$663.82, of interest accrued as of September 9, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$0.1032;
  - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
- d) The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in this complaint.
- 16. Codefendant Angel M. Lopez Padro a/k/a Angel Mario Lopez Padro is not currently active in the military service for the United States. Plaintiff is unable to provide a "Status Report pursuant to Servicemembers Civil Relief Act" for codefendant Lucia Amalia Ruiz Lopez since we do not know her social security number. See Exhibit 11
- 17. The real estate properties mentioned before are subject to the following liens in the rank indicated:

#### (A) <u>Property 7,700</u>:

- 1) Recorded liens with preference or priority over the mortgages herein executed:
  - a) None.
- 2) Junior Liens with inferior rank or priority over the mortgages herein executed:
  - a) None.

#### (B) <u>Property 7,701:</u>

- 1) Recorded liens with preference or priority over the mortgages herein executed:
  - b) None.
- 2) Junior Liens with inferior rank or priority over the mortgages herein executed:

c) None.

#### **VERIFICATION**

- I, JACQUELINE LAZU LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as acting LRTF Director of the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:
  - 1) My name and personal circumstances are stated above;
  - 2) I subscribed this complaint as the legal and authorized representative of the plaintiff;
- Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;
- 4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;
- 5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;
- 6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;
- 7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 24 day of March, 2020.

**PRAYER** 

WHEREFORE, the plaintiff demands judgment as follows:

- a) That defendant's party pays unto the plaintiff the amounts claimed on this complaint;
- b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;
- c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;
- d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 16 of this prayer, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;
- e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;
- f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;

g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, this day of Nov. , 2020.

/s/ Juan Carlos Fortuño Fas JUAN CARLOS FORTUÑO FAS USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P. P.O. BOX 9300 SAN JUAN, PR 00908 TEL. 787-751-5290 FAX. 787-751-6155

Email: dcfilings@fortuno-law.com

### ADMINISTRACION DE HOGARES DE AGRICULTORES

(Rev. 11-10-75)	! <u></u>		EST.	ADO		
CLAS	SE DE PRESTAMO		***************************************	PUERTO RIC	0	
Tipo: F	0	PAGAR	Tr I	CINA YAUCO		
98 Consolidated	De acuerdo a: d Farm and Rural	Y		O NUM.		
Developmen	it Act.			о ном. <b>63-16 05</b> 8	2723082	
☐ Title V of th	ne Housing Act of 1949		<u> </u>	-	M(N)/	J
			1000			
		Fec	ha AGOS	10 11	, , 19	9
comunada v soli	ECIBIDO, el subscribien dariamente pagaremos a l tres de Agricultores del D	la orden de Estados Ui	nidos de América, a	actuando por c	conducto de la	Adminis-
	n su oficina en					
el Gobierno Je	a su offcina en			<u> </u>		
LA SUMA PRII	NCIPAL DE SET	enta y tres mil	QUINIENTOS	#		······································
	73,500.00			hro al PRINC	TOAT ADEL	D A DO a l
•		•		DISCIT MAINS	II ML MDEUI	UADU ai
CINCO	POR CIENTO (		L.			
en II. Los pagos serán sumados al plazos regulares anotar la cantidencasillado más	no se indica más abajo: (r Principal e Intereses ser , 19, 19  plazos como se indica de Principal e Intereses se l'Principal Dicho nuevo Pramortizados en las fechas ad de dicho nuevo Principal, de dicho nuevo Principal, cuando dichas car e Intereses no será diferido	rán diferidos. El prin	incipal e Intereses nás abajo; reses acumulados nmulados subsiguie sillado más abajo y la cantid leterminadas.	acumulados s  aentemente será El Prestatario lad de dichos	in pagaderos e autoriza al G	ente serán , 19 en obierno a
enero	empezando er	WATERIA 1	, 19 <b>78</b>			9 <b>79</b>
	eses acumulados subsiguie		•	•	zos como se in	,
encasillado más						
☐ IV. Los Pagos	no serán diferidos. Principal	pal e Intereses serán pa	agaderos en			plazos
Offio St muica c	n el encasillado más aba	jo:				
	-					
. 4,320.00		6	EN	ero 1		. 80 ,
Φ			en		DE ENERO	
s 4,320.00	RINCIPAL e INTERESE	20	subsiguientem	ente al 170	de cada_	No.
-						
evidenciada, de	e no ser pagado anteriorm	ente, vencerá y será P	AGADERO	CUARISMTA		(_40)
ANUS de la F plan de pagos	ECHA de este PAGARE	La consideración ac	lui envuelta respai	dará cualquie	r convenio mo	dificando e
pian de pagos	anterior.			-		

Jay-Ce-Agricultura

Form FmHA 440-16

FmHA 440-16 (Rev. 11-10-75)

Si la cantidad total despréstamo no es adelantado a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno es mandatoria siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha actual como se muestra aquí al reverso. El Prestatario autoriza al Gobierno a anotar la cantidad y fecha de tal adelanto en el Registro de Adelantos.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.

Pagos adelantados de los plazos estipulados, o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1861.2) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en este mismo.

El Prestatario conviene en que el Gobierno en cualquier momento podrá negociar este pagaré y asegurar el pago del mismo, y en tal caso, aunque el Gobierno no sea el tenedor de dicho pagaré, el Prestatario continuará haciendo los pagos de principal e intereses al Gobierno, como agente cobrador del tenedor, según se especifican en este.

Si este pagaré está en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor, excepto el pago final, o podrán ser retenidos por el Gobierno y remitidos al tenedor a base de pagos trimestrales o a base de plazo anual vencido. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquier de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

El Prestatario por la presente certifica que no puede obtener crédito suficiente de otras fuentes para financiar sus necesidades actuales a un tipo de interés y términos razonables, tomando en consideración los tipos y términos prevalecientes de fuentes privadas y cooperativas en o cerca de su comunidad, para préstamos con períodos de tiempo y propósitos similares, y que el préstamo aquí evidenciado se usará solamente para propósitos autorizados por el Gobierno.

La propiedad construída, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario (a) operará personalmente dicha propiedad por sí mismo con su familia, como una finca si este préstamo es a dueño de finca (FO) o (b) ocupará y usará personalmente dicha propiedad si este es un préstamo de vivienda rural (RH) en un solar o en el caso de un préstamo de la Sección 504 de vivienda rural.

CONVENIO DE REFINANCIAMIENTO: Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa. Este párrafo y el que le precede no serán aplicables al co-deudor que firme este pagaré de acuerdo a lo previsto en la Sección 502 de la Ley de Hogares de 1949, para compensar cualquier deficiencia en la habilidad de pago del (los) otro(s) compareciente(s):

INCUMPLIMIENTO: La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o Garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; e incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento. COMETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act or Title V of the Housing Act of 1949 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente e	expresamente renunciados	
	(Prestatario)	(Sello)
	ANGEL H. LOPEZ-PADI	
	SOLTERO	(Sello)
	(Esposa)	
	RAMAL 1, 335, RT. 2	NATURE OF THE PROPERTY OF THE
	WD. BARINAS	***************************************
	YAUCO, PR 00768	

REGISTRO DE ADELANTOS					
CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
1)20,400.00	08-11-77	(8) \$		(15) \$	
2) 36, 315.00	d9-30-77	(9) \$		(16) \$	
3) <b>36,685.00</b>	d2-07-78	(10) \$		(17) \$	1
4) \$		(11) \$		(18) \$	
5) \$		(12) \$		(19) \$	<u> </u>
6) \$		(13) \$		(20) \$	<u> </u>
7) \$		(14) \$		(21) \$	<del></del>
	,		TOTAL	\$ 73,500.00	1

#### FARMERS HOME ADMINISTRATION

Form FmHA 440-16			
(Rev. 11-10-75)			
TYPE OF LOAN  Type: _FO	PROMISSORY	STATEPUERTO RICO	
In accordance with:  ☑ Consolidated Farm and Rural	NOTE	OFFICE YAUCO	
Development Act.  Title V of the Housing Act of 1949		CASE NUMBER 63-16-0582723982	
FOR VALUE RECEIVED, the unders "Borrower") do shall jointly and severally the Farmers Home Administration, U "Government"), at its offices at YAUCO, OF SEVENTY-THREE THOUSAND FI	signed (whether one or more y pay to the order of the Unite United States Department of PUERTO RICO	d States of America, acting through f Agriculture (herein called the , THE PRINCIPAL AMOUNT	
INTEREST on the UNPAID PRINCIPA	AL at FIVE PERCENT (_ 5	%) PER ANNUM.	
using one of the following alternatives as  I. Principal and Interest payments sha interest and be due on	all be deferred. The first insta The subsequent paymallments as indicated in the bound of the accumulated interescipal and accumulated Intereson the dates indicated in the laid new Principal here \$amounts have been determined be deferred. The installment beginning JANUARY 1, 1	t as of 19 will st shall be subsequently payable in box below; the Borrower authorizes and the amount of said regular d.  ts on accumulated Interest shall be 1978, until JANUARY 1, 1979.	
☐ IV. The Payments shall not be differ installments as indicated in the box below		st shall be payable in	
\$ 4,320.00 \$ 4,320.00 subsequently on PRINCIPAL and INTEREST are established herein, if not sooner pyears from the DATE of this support any agreement modifying the support and support support and support support support support support support support support support su	completely paid, except the paid, shall be DUE AND PROMISSORY NOTE.	th YEAR thereafter until the at the final payment on the debt PAYABLE FORTY (40) The consideration herein shall	

If the total amount of the loan is not advanced by the closing date, the loan shall be advanced to Borrower, as requested by the Borrower and approved by the Government. Approval by the Government is required when the advance is requested for purposes authorized by the Government. Interest shall accrue on the amount of each advance starting on the effective date of each, as shown on the back of this document. Borrower authorizes the Government to record the amount(s) and date(s) of any advance payment(s) in the Advance Payment Log.

Any payment made on any debt established by this promissory note shall be applied first to the interest accrued as of the date of said payment and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the Borrower's option. Refunds and extra payments, as defined in the regulations (7 C.F.R. 1861.2) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein.

The Borrower agrees that the Government may at any time negotiate this promissory note and insure its payment, and in such case, although the Government is not the holder of said promissory note, the borrower shall continue making the payments of principal and interest to the Government as the holder's collection agent, as specified herein.

If this promissory note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except for the final payment, or such payments may be retained by the Government and transferred to the holder quarterly or based on the date the annual installment is due. The effective date of any payment retained and transferred by the Government to the holder according to the date the annual installment is due shall be the date of Borrower's advance payment, and the Government shall pay any interest to which the holder is entitled that accrues between the effective date of any such advance payment and the date the Treasury check is paid to the holder.

The Borrower hereby certifies that he is not able to obtain sufficient credit from other sources to finance his present needs at reasonable interest rates and terms, taking into consideration the types and terms of prevailing private sources and cooperatives in or near his community, for loans with similar time periods and purposes, and that the loan herein evidenced will be used exclusively for the purposes authorized by the Government.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan established herein shall not be leased, surrendered, sold, transferred, or encumbered, voluntarily or otherwise, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, the Borrower (a) shall personally manage said property by himself with his family, as a farm if this loan is a Farm Owner (FO) loan or (b) shall personally occupy and utilize said property if this is a rural housing loan (RH) for a plot or in the case of a Section 504 rural housing loan.

**REFINANCING AGREEMENT:** If at any time the Government determines that Borrower is able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, the Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this promissory note in full and to pay for any necessary shares, if the lender is a cooperative. This paragraph and that which precedes it shall not apply to the cosigner who signs this promissory note, according to the provisions of Section 502 of the Housing Law of 1949, to compensate for any deficiency in the ability to make payments by the other appearing party(ies):

**DEFAULT:** Failure to make any payment when due on any debt established herein, or failure to comply with any condition or agreement herein, shall constitute default under any other instrument showing a debt of the Borrower that is Guaranteed or insured by the Government or otherwise relating to said debt; and default on any such other instrument shall constitute default under the terms of this document. **UPON ANY DEFAULT**, the Government, at its convenience, may declare all or any part of said debt to be immediately due and payable.

This Promissory Note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or Title V of the Housing Act of 1949, and for the type of loan indicated in the box "TYPE OF LOAN" above. This Promissory note is subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the provisions expressed herein.

Presentation, protest, and notice are hereby expressly waived.

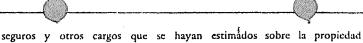
[Signature]	(Seal)
ANGEL M LOPEZ-PADRO	(Borrower)
single	(Seal)
	(Wife)
RAMAL 1, 335, RT. 2	
WD. BARINAS	
YAUCO, PR 00768	

ADVANCE PAYMENT REGISTRY					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$20,500.00	08-11-77	(8)\$		(15)\$	
(2) \$36,315.00	09-30-77	(9)\$		(16)\$	
(3) \$16,685.00	02-07-78	(10)\$		(17) \$	
(4) \$		(11)\$		(18)\$	
(5) \$		(12) \$		(19)\$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14)\$		(21) \$	
			TOTAL	\$73,500.00	

-NUMERO CINCUENTA Y CINCO----Forma FmHA-427-1 PR ----IIPOTECA VOLUNTARIA----En Yauco, Puerto Rico, hoy a once de agosto de mil novecientos setenta y siete .-- ΛΝΤΕ ΜΙ ----DOMINGO A. VIVALDI FERMOSO: -----Abogado y Notario Público de esta Isla con residencia y vecindad en Yauco, Puerto Rico - - - y oficina en Yauco, Puerto Ri------COMPARECEN ----Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominados de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales aparecen de dicho párrafo. -----Doy fe del conocimiento personal de los comparecientes, así como por sus dichos de su edad, estado civil, profesión y vecindad. -----Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración de sus bienes y teniendo a mi juicio la capacidad legal gecesaria para este otorgamiento, **EXPONEN** PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, denominada de aquí en adelante "los bienes". ------SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que se especifican en el párrafo UNDECIMO. -----TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores, denominado de aquí en adelante el "acreedor hipotecario", relación con un préstamo o préstamos evidenciado por uno o más pagarés nvenio de subrogación, denominado en adelante el "pagaré", sean uno o millse requiere por el Gobierno que se hagan pagos adicionales mensuales do pha doceava parte de las contribuciones, avaluos (impuestos), primas de

5/76

ì£



CUARTO: Se sobreentiende que:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la suma de principal especificada en el mismo, concedido, con el propósito y la intención de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno consolidando la Administración de Hogares de Agricultores o el Título Quinto de la Ley de Hogares de mil novecientos cuarenta y nueve, según ha sido enmendada.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su erá el prestamista asegurado.

Actived Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el activedor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con el pagaré un endoso de seguro garantizando totalmente el pago de principal e intereses de dicho pagaré.

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, determinarán en el endoso de seguro la porción del pago de intereses del pagaré que será designada como "cargo anual".

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tenedor cederá todos sus derechos y remedios contra el deudor hipotecario y cualquiera otro en relación con dicho préstamo así como también a los beneficios de esta hipoteca y aceptará en su lugar los beneficios del seguro, y en caso de violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en cualquier convenio suplementario por parte del deudor hipotecario, a requerimiento del acreedor hipotecario endosará el pagaré al acreedor hipotecario.

Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que fon do tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en les en que el acreedor hipotecario ceda esta hipoteca sin asegurar el agale, esta hipoteca garantizará el pago del pagaré pero cuando el pagaré

ORMA FEHAL 27.1 PR

-2-

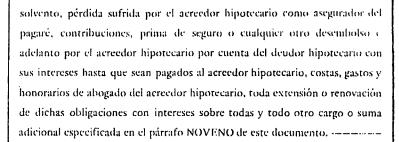
Forma FmHA-427-1 PR

esté en poder de un prestamista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte de la deuda evidenciada por el mismo, pero en cuantor al pagaré y a dicha deuda, constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumplimiento por parte del deudor hipotecario.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré sea conservado por el acreedor hipotecario o en el caso de que el acreedor hipotecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del importe del pagaré según se especifica en el subpárrafo (Uno) del párrafo NOVENO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho pagaré, su renovación o extensión y cualquier convenio contenido en el mismo, (b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garantía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí consignado, para garantizar el cumplimiento del convenio del deudor hipotecario de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el endoso de seguro por razón de incumplimiento del deudor hipotecario, y (c) n cualquier caso y en todo tiempo en garantía de las sumas adicionales onsignadas en el subpárrafo (Tres) del párrafo NOVENO de este nstrumento y para asegurar el cumplimiento de todos y cada uno de los convenios y estipulaciones del deudor hipotecario aquí contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre los bienes descritos en la párrafo UNDECIMO más adelante, así como sobre los derechos, intereses, servidumbres, derechos hereditarios, adhesiones pertenecientes a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e ingreso de los mismos, toda mejora o propiedad personal en el presente o que en el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario por virtud de la venta. arrendamiento, transferencia, enajenación o expropiación fotal o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y después del vencimiento hasta que los mismos hayan sido pagados en su otalidad. En caso de ejecución, los bienes responderán del pago del principal, los intereses antes y después de vencimiento, hasta su total

WIVALD





SEXTO: El deudor hipotecario expresamente conviene lo siguiente:----

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor hipotecario como agente cobrador del tenedor del mismo.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación y cualquier cargo por delincuencia requerido en el presente o en el futuro por los reglamentos de la Administración de Hogares de Agricultores.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegurado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido en el párrafo CUARTO anterior por cuenta del deudor hipotecario.

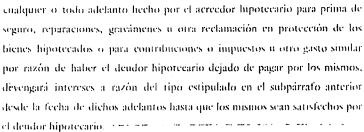
Cualquier adelanto por el acreedor hipotecario tal como se describe en este oppárrafo devengará intereses a razón del - - - CINCO - - - - - por ocerco (--5%--%) anual a partir de la fecha en que venció el pago hasta la festa en que el deudor hipotecario lo satisfaga.

atro) Fuere o no el pagaré asegurado por el acreedor hipotecario,





Lornia LinHA 127 149R



(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca con sus intereses veneera inmediatamente y será pagadero por el deudor hipotecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto hecho por el acreedor hipotecario no relevará al deudor hipotecario de su violación del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor hipotecario determinare.

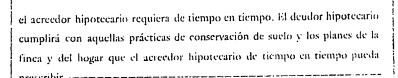
(Scis) Usar el importe del préstamo evidenciado por el pagaré únicamente para los propósitos autorizados por el acreedor hipotecario.

(Siete) A pagar a su veneimiento las contribuciones, impuestos especiales, gravámenes y cargas que graven los bienes o los derechos o intereses del tendor hipotecario bajo los términos de esta hipoteca.

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según réquiera el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes o cualquier otra mejora introducida en el futuro. El seguro contra ruego y otros riesgos serán en la forma y por las cantidades, términos y condiciones que aprobare el acreedor hipotecario.

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las reparaciones necesarias para la conservación de los bienes; no cometerá ni permitirá que se cometa ningún deterioro de los bienes; ni removerá m demolerá ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca, ni removerá ni permitirá que se remueva grava, arena, acute, gas, carbón u otros minerales sin el consentimiento del acreedor involverario y prontamente llevará a efecto las reparaciones en los bienes que





(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se identifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor hipotecario personalmente operará los bienes por sí y por medio de su familia como una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a menos que el acreedor hipotecario consienta por escrito en otro método de operación o al arrendamiento.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la información de sus ingresos y gastos y cualquier otra información relacionada con la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos que afecten los bienes o su uso.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía otorgada está siendo mermada o deteriorada, y si dicho examen o inspección determinare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mermada o deteriorada, tal condición se considerará como una violación por parte del deudor hipotecario de los convenios de esta hipoteca.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión del deudor hipotecario a los bienes, el deudor hipotecario immediatamente notificará al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria para adelantos, gastos y otros pagos.

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acreedor hipotecario, el acreedor hipotecario es por la presente autorizado y con poderes para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar sus rentas, beneficios e ingresos de los mismos

SAN GEHNAN

SAN

y aplicarlos en primer término a los gastos de cobro y administración y en segundo término al pago de la deuda evidenciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, en el orden y manera que el acreedor hipotecario determinare.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor hipotecario puede obtener un préstamo de una asociación de crédito para producción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un tipo de interés y términos razonables para préstamos por tiempo y propósitos similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará y aceptará dicho préstamo en cantidad suficiente para satisfacer el pagaré y cualquier otra deuda aquí garantizada y pagar por las acciones necesarias en la agencia cooperativa en relación con dicho préstamo.

(Dieciscis) El incumplimiento de cualesquiera de las obligaciones garantizadas por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluída como deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliere con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido o en cualquiera convenio suplementario, o falleciere o se declarare o fuere declarado incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acreedores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a declarar toda deuda no pagada bajo los términos del agaré o cualquier otra deuda al acreedor hipotecario aquí garantizada, inhediatamente vencida y pagadera y proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) incurrir y pagar los gastos zonables para la reparación o mantenimiento de los bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de seguro y cualquier otro pago o gasto para la protección y conservación de los bienes y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) de solicitar la protección de la ley.

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos de esta hipoteca, los del pagaré y en cualquier otro

convenio suplementario, incluyendo los gastos de mensura, evidencia de título, costas, inscripción y honorarios de abogado.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor hipotecario para requerir y hacer cumplir en cualquier fecha posterior los convenios, acuerdos u obligaciones aquí contenidas o similares u otros convenios y sin afectar la responsabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí garantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del gravámen, el acreedor hipotecario es por la presente autorizado y con poder en cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obligación aquí contenida o en el pagaré o en cualquier convenio suplementario; (Dos) negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el consentimiento del tenedor de dicho pagaré cuando esté en manos de un prestamista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecario, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o postergación de esta hipoteca a favor de cualquier otro gravamen constituído sobre dichos bienes.

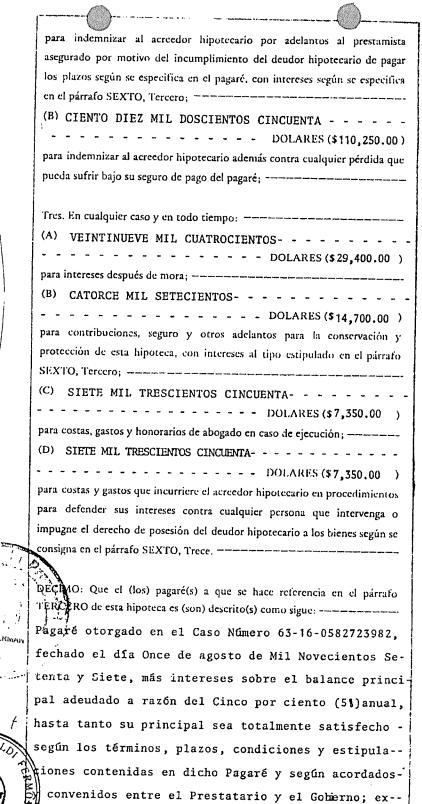
(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones parciales, subordinación, cancelación total, radica sola y exclusivamente en el acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o interés alguno en o sobre el gravámen y los speneficios aquí contenidos.

(vente) El incumplimiento de esta hipoteca constituirá incumplimiento de cualesquiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muobles poseída o asegurada por el acreedor hipotecario y otorgada o astimida por el deudor hipotecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía constituirá incumplimiento de esta hipoteca.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será remitido por correo certificado a menos que se disponga lo contrario por ley, y será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el caso del deudor hipotecario, a él a la dirección postal de

ORMA FEHA427-1 PR

FORMA FMHA421-1 PR



To A. VIVALO

SAN GERIVIAN

sentada, de no haber sido satisfecho con anterioridad

cepto el pago final del total de la deuda aquí repre-

GRICULTURE - JAY-CE PRINTING

vencerá y será pagadero a los cuarenta (40) años de la fecha de éste Pagaré.-----Dicho Principal e Intereses serán pagaderos en los siguientes Treinta y Nueve (39) plazos y serán pagaderos Cuarenta (40) años de la fecha del Pagaré. ----Dicho Pagaré ha sido otorgado como evidencia en un préstamo por el Gobierno al prestatario, de conformidad con la Ley del Congreso de los Estados Unidos de Norteamérica, denominada Consolidated Farmers --Home Administration Act of Nineteen Sixty One (1961) o de conformidad con la Ley de Hogares de Mil Novecientos Cuarenta y Nueve (1949), según ha sido enmendadas y está sujeto a los presentes reglamentos de la Administración de Hogares de Agricultores y a --los reglamentos no inconsistentes con dicha Ley .----UNDECIMO: Las finca objeto de la garantía hipoteca-ria son las siguientes:------

Inscrita al Folio 125 del Tomo 230 de Yauco Finca Número 7701, Inscripción Primera.

Inscrita al Folio 132 del Tomo 230 de Yauco, Finca Número 7701, Inscripción Primera.----

desarrollará un sistema de granja avicola (poneras) en estas parcelas.

GLHWA

1

-----TITULO Y CARGAS-----Que adquirió las fincas descritas el compareciente,por Partición Parcial de Herencia y Segregación, mediante la escritura número Cinco de fecha trece de diciembre de mil novecientos setenta y seis ante la Licenciada Maritza Pagán de Joglar, Notaria Pública de San Juan .----DUODECIMO: El deudor hipotecario compareciente en ésta escritura es don ANGEL M. LOPEZ PADRO, quien es mayor de edad, soltero, empleado y vecino de Yauco.-DECIMO TERCERO: El importe aquí consignado se usará para el desarrollo de un sistema de granja avícola -(ponedora).-----DECIMO CUARTO: El prestatario mejorará las fincas -descritas en el hecho undécimo para el desarrollo de un sistema de Granja Avicola (ponedora) con el importe del préstamo aquí garantizado y no arrendará o usará para otros fines a menos que el Gobierno la con-sienta por escrito. La violación de esta o cualquier otra cláusula o convenio aquí contenido ocasionará el vencimiento de la obligación como si todo el término hubiese transcurrido y el Gobierno estará en actitud le declarar vencida y pagadera la deuda y proceder a Ajecución de la Hipoteca.-----DECTAD QUINTO: Esta Hipoteca se extiende expresamente a ftoda construcción o edificación existente en las fingas antes descritas y a toda mejora de construcción edificación que se haga en dichas fincæ durante la vigencia del préstamo hipotecario constituído a favor del Gobierno, verificada por los actuales dueños deudores o por sus cesionarios o causahabientes.-----VIVALO DECIMO SEXTO: El deudor hipotecario por la presente 强ffuncia y solidariamente por sí y a nombre de sus herederos, causahabientes, sucesores o representantes a favor del acreedor hipotecario Administración de -

-12-

GERMAN

Hogares de Agricultores cualquier derecho que en el presente o en el futuro fueren construídos; renuncia que esta permitida a favor de la Administración de Hogares de Agricultores, por la Ley Número Trece de veintiocho de mayo de mil novecientos sesenta y nueve (1969) (31 L.P.R.A. 1851).----DECIMO SEPTIMO: Los otorgantes aceptan como correctas las equivalencias en guarismos; y asímismo aceptan esta escritura en su totalidad.-------Yo, el Notario, hice a los otorgantes las advertencias legales relativas a esta clase de contrato.------Así lo dicen y otorgan ante mí, luego de haber renunciado el otorgante al derecho que les advertí tenían para requerir la presencia de testigos instrumentales.------Leída en alta voz esta escritura por mí, el Notario, al otorgante por haber renunciado este al derecho que le advertí tenía de hacerlo él personalmente, siendo conforme se ratifica en su total contenido y firma a continuación ante mí, estampando sus iniciales en el margen izquierdo de cada folio de ésta Escritura. DE TODO LO CUAL y de cuanto más en esta escritura se deja consignado yo, el Notario autorizante, DOY FE.mado): ANGEL M. LOPEZ PADRO.---mado, signado, sellado y rubricado): DOMINGO A. VIVALDI FERMAN, Notario Público.-----Hay tancelados en su original los correspondientes sellos de Renta Internas y la Estampilla Forense.-----



CERTIFICO QUE ES COPIA FIEL Y EXACTA DE SU ORIGINAL OFRANTE EN MI PROTOCOLO DE INSTRUMENTOS
PUBLICOS DEL CORRIENTE ANO AL QUE ME REMITO
1 1 OLICITUD DE ANGEL M. LOPEZ PADRO

COPIA DE ESCRIPTURA EN LA FECHI DE SU

Mullip Duy



tomo 230 de 24ans finca 7700-7701, inscrip. 03 xa con los cargos siguientes: ambas finessese hellen afectos en servidenbres de paso y con un Inpetica a fasse del partador de pagase par \$15. En San Germán, P. R. a 13 de Xlic de 19*78*. Registrader3/ 4/24/79 -

... .

#### LICENCIADO EN DERECHO

APARTADO DE CORREOS 3002- CALLE MATTEI LLUBERAS NUM.68 YAUCO, PUERTO RICO 00698

## INSTRUMENTO PÚBLICO

NÚMERO: NOVENTA (90)

SOBRE: REAMORTIZACIÓN DE PRÉSTAMO HIPOTECARIO Y MODIFICACIÓN DE HIPOTECA

OTORGADA

POR: DON ÁNGEL MARIO LÓPEZ PADRO

A FAVOR DE: ESTADOS UNIDOS DE AMÉRICA,
ACTUANDO POR CONDUCTO Y A TRAVÉS DEL
ADMINISTRADOR DE LA ADMINISTRACIÓN DE
HOGARES PARA AGRICULTORES ANTES,
HOY FARM SERVICE AGENCY, REPRESENTADA POR
DON CARLOS RAMÍREZ RODRÍGUEZ

EL DIA: 21 DE NOVIEMBRE DE 2002

EN: YAUCO, PUERTO RICO

# NUMBER FIFTY-FIVE VOLUNTARY MORTGAGE

Form FmHA-427-1 PR 5/76

In the city of Yauco, Puerto Rico, today, August eleven, nineteen seventy-seven.

#### BEFORE ME

#### DOMINGO A. VIVALDI FERMOSO:

Attorney and Notary Public for the Island of Puerto Rico with residence in Yauco, Puerto Rico, and offices in Yauco, Puerto Rico.

#### **APPEAR**

The persons named in paragraph TWELVE of this mortgage, hereinafter referred to as "mortgagor," and whose personal information appears in said paragraph.

I do attest to personal acquaintance with the appearing parties and, through their statements, which I believe to be true, to their age, marital status, profession, and residence.

[Seals]

They assure me that they are in full enjoyment of their civil rights and the free administration of their property, and they have, in my judgment, the necessary legal capacity for this granting.

#### THEY STATE

FIRST: The mortgagor is the owner of the farm or farms described in paragraph ELEVENTH of this mortgage as well as all rights and interest in same, hereinafter referred to as "the property".

SECOND: That the property mortgaged herein is subject to the liens specified in paragraph ELEVEN.

THIRD: That the mortgagor is obligated to the United States of America, acting through the Farmers Home Administration, hereinafter referred to as the "mortgagee," in connection with a loan or loans evidenced by one or more promissory notes or agreement of subrogation, hereinafter referred to as the "promissory note," be there one or more. The Government requires additional monthly payments of one twelfth of the contributions, assessments (taxes),

5/76

Form FmHA-427-1 PR insurance premiums and other charges that have been estimated for the mortgaged property.

FOURTH: It is understood that;

(One) The promissory note represents a loan or loans to mortgagor in the principal amount specified therein, granted with the purpose and intention that the mortgagee may at any time surrender the note and insure the payment thereof pursuant to the Act of nineteen sixty-one consolidating the Farmers Home Administration, or Title Five of the Home Act of nineteen forty-nine, as amended.

(Two) When payment of the note is guaranteed by the mortgagee, it may be transferred from time to time, and each holder of said note will in turn be the insured lender.

(Three) When payment of the note is insured by the mortgagee, the mortgagee will grant and deliver to the insured lender, along with the note, an insurance endorsement fully guaranteeing payment of the principal and interest of said promissory note.

[Seals]

(Four) Whenever payment of the note is insured by the mortgagee, the mortgagee, by agreement with the insured lender, shall determine, in the insurance endorsement, the portion of the promissory note's interest payments that shall be designated as the "annual charge."

(Five) A condition of the insurance of the note's payment shall be that the holder will surrender all rights and remedies against the mortgagor and any others in connection with said loan, as well as the benefits of this mortgage, and will accept instead the insurance benefits, and, in the event that the mortgagor violates any agreement or stipulation contained herein, or in the promissory note, or in any other supplementary agreement, he shall sign the promissory note over to the mortgagee upon mortgagee's request.

(Six) Among other things, it is the purpose and intent of this mortgage that, among other things, whenever the promissory note is held by the mortgagee, or in the event the mortgagee transfers this mortgage without insuring the promissory note, this mortgage shall guarantee payment of the promissory note; but when the promissory

note is held by an insured lender, this mortgage shall not guarantee payment of the note, nor shall it form part of the debt represented by same, but, with regard to the note and said debt, it shall constitute an indemnity mortgage to insure the mortgagee against any loss under the insurance endorsement due to any default by the mortgagor.

[Seals]

FIFTH: That, in consideration of said loan and (a) whenever the promissory note is held by the mortgagee, or in the event that the mortgagee should transfer this mortgage without insuring the promissory note's payment and as a guarantee of the amount of the promissory note as specified in subparagraph (One) of paragraph NINE, with interest at the rate stipulated and to ensure prompt payment of said promissory note, and any renewals or extensions thereof, and any agreements contained therein, (b) whenever the promissory note is held by an insured lender guaranteeing the amounts specified in subparagraph (Two) of paragraph NINTH herein, in order to guarantee compliance with the mortgagor's agreement to indemnify and hold mortgagee harmless against losses under its insurance endorsement due to any default by the mortgagor, and (c) in any event and at all times whatsoever, to guarantee the additional amounts specified in subparagraph (Three) of paragraph NINE of this document, and to insure mortgagor's compliance with each and every agreement and stipulation herein, or in any supplementary agreement, mortgagor hereby grants to mortgagee a voluntary mortgage on the property described in paragraph ELEVEN below, together with all rights, interests, easements, inheritances, and attachments thereto belonging; all income, credits, profits, revenues of same; all improvements or personal property thereto attaching, at present or in the future, or which are reasonably necessary for the use thereof; all water, water rights, or shares in said rights; pertaining to the farms or to all payments owed at any time to mortgagor by virtue of the sale, lease, transfer, conveyance, or total or partial expropriation of, or for damages to any part thereof, or to their interests, it being understood that this mortgage will continue in full force and effect until all amounts specified in paragraph NINE, with interest before and after maturity, have been paid in full. In case of foreclosure, the property shall be used for the payment of the principal, interest thereon before and after maturity,

5/76

Form FmHA-427-1 PR until these are fully paid; losses sustained by mortgagee as insurer of the note, taxes, insurance premiums, or any other disbursements or advances by mortgagee to the mortgagor with applicable interest until all costs and expenses, including mortgagee's attorneys' fees, are paid to mortgagee, along with all extensions and renewals of said obligations, with interest, and all other charges and additional amounts specified in paragraph NINE of this document.

SIXTH: Mortgagor explicitly agrees to the following:

(One) To pay promptly to the mortgagee any debt herein guaranteed and to indemnify and hold mortgagee harmless against any loss under its insurance for payment of the promissory note due to any default by mortgagor. Whenever the note is held by an insured lender, mortgagor shall continue making payments on the promissory note to mortgagee, as collection agent for the holder.

(Two) To pay to mortgagee an initial fee for inspection and appraisal and any delinquency charges required now or in the future by Farmers Home Administration regulations.

[Seals]

(Three) Whenever the note is held by an insured lender, any amount due and unpaid under the terms of the promissory note, less the annual amount or charge, may be paid by mortgagee to the holder of the promissory note under the terms of the promissory note and of the insurance endorsement referenced in paragraph FOUR above at mortgagor's expense.

Any amount due and unpaid under the terms of the promissory note, whether it is held by mortgagee or by an insured lender, may be applied to the promissory note by mortgagee, and shall thus constitute an advance by mortgagee at mortgagor's expense.

Any advance by mortgagee as described in this subparagraph shall bear interest at a rate of ---FIVE---- percent (5%) per annum from the date on which payment was due until the date on which mortgagor satisfies it. (Four) Whether or not the note is insured by mortgagee,

any and all advances made by mortgagee for insurance premiums, repairs, liens, or other claims for the protection of the mortgaged property, or for taxes or assessments or other similar charges due to mortgagor's failure to pay said charges, shall bear interest at the rate stated in the preceding subparagraph, from the date of the advances until mortgagor pays said advances.

(Five) All advances made by mortgagee as described in this mortgage, with interest, shall be immediately due and payable by mortgagor to mortgagee without need for advance notification in the place designated in the promissory note and shall be guaranteed by this mortgage. No advance by mortgagee shall relieve mortgagor from his breach of the payment agreement. Said advances, with interest, shall be repaid from the first payments received from mortgagor. In the absence of such advances, all payments verified by mortgagor may be applied to the promissory note or to any other debt of the mortgagor guaranteed herein in the order determined by mortgagee.

(Six) To use the amount of the loan indicated in the promissory note solely for purposes authorized by mortgagee.

[Seals]

(Seven) To pay, when due, the loan total, all taxes, special assessments, liens, and charges encumbering the property or the rights or interests of mortgagor under the terms of this mortgage.

(Eight) To obtain and maintain insurance against fire and other hazards as required by mortgagee on all existing buildings and improvements on the property or any future improvements. The insurance against fire and other hazards shall be according to the form, amounts, and terms and conditions approved by mortgagee.

(Nine) To maintain the property in good condition and to promptly verify all necessary repairs for the preservation of the property; he shall refrain from any activity, or from allowing any activity, which would result in the deterioration of the property; he will not remove or demolish any building or improvement on the property; nor will he cut or remove wood from the farm, nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other minerals without mortgagee's consent, and he shall promptly carry out the repairs on the property that mortgagee

may request from time to time. Mortgagor shall comply with soil conservation practices and farm and home plans that mortgagee may prescribe from time to time.

(Ten) If this mortgage is granted for a loan to a farm owner as identified in Farmers Home Administration regulations, the mortgagor shall personally manage the property, on his own or through his family, as a farm and for no other purpose, and he shall not lease the farm, nor any part of it, unless mortgagee gives consents in writing to another method of operation or to leasing.

(Eleven) To submit information regarding income and expenses and any other information related to the management of the property, in the form and manner the mortgagee may require, and to comply with all laws, ordinances, and regulations affecting the property or its use.

(Twelve) Mortgagee, his agents, and his attorneys shall at all times have the right to inspect and examine the property for the purpose of ascertaining whether the security granted is being diminished or deteriorated, and, if said inspection or examination determines, in mortgagee's judgment, that the security is being diminished or deteriorated, this shall constitute a violation by mortgagor of the mortgage agreements.

[Seals]

(Thirteen) If any other person interferes with or contests mortgagor's rights of possession of the property, mortgagor shall immediately notify mortgagee of such action, and mortgagee may decide to implement the proceedings necessary to defend his interests, and any costs or expenditures incurred by mortgagee in said proceedings will be charged to mortgagor's debt, and shall be guaranteed by this mortgage as additional credits under the clause regarding advances, expenditures and other payments.

(Fourteen) If at any time while this mortgage is in effect mortgagor does abandon the property or voluntarily return it to mortgagee, mortgagee is hereby authorized and empowered to take possession of the property, to lease and administer it, and to collect the revenues, benefits, and income from same,

and to apply them first to the costs of collection and administration, and secondly to the payment of the debt evidenced by the promissory note or any other debt of the mortgagor herein guaranteed, in the order and manner determined by mortgagee.

(Fifteen) At any time that mortgagee determines that mortgagor may be able to obtain a loan from a production credit association, from a Federal Bank, or another responsible, cooperative or private source, at an interest rate and on terms that are reasonable for loans of similar duration and purposes, then mortgagor, at mortgagee's request, shall apply for and accept such a loan in a sufficient amount to pay the promissory note and any other debt guaranteed herein, and to pay for the necessary shares in the cooperative agency with respect to such a loan.

(Sixteen) In the event of a default in the discharge of any obligation guaranteed by this mortgage, or if mortgagor or any other person included herein as a mortgagor should fail to make payment of any amount, or violates or fails to comply with any clause, condition, stipulation, covenant, or agreement contained herein or in any supplementary agreement, or if mortgagor dies or declares himself or is declared incompetent, bankrupt, insolvent, or makes a conveyance for the benefit of his creditors, or if the property or any part thereof or interest therein is sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, without mortgagee's written consent, then mortgagee is irrevocably authorized and empowered, at his discretion and without notice: (One) to declare all unpaid debt under the terms of this promissory note, or any other debt to mortgagee guaranteed herein, immediately due and payable, and to proceed to foreclosure in accordance with the law and the provisions of same; (Two) to incur and pay reasonable expenses for the repair and maintenance of the property and any expenses or obligations that mortgagor failed to pay as agreed in this mortgage, including taxes, assessments, insurance premiums, and any other expenses or costs for the protection and preservation of the property and of this mortgage, or for violation of any provision of this mortgage; and (Three) to request legal protection.

[Seals]

(Seventeen) Mortgagor shall pay or reimburse mortgagee for all necessary expenses for the fulfillment of the covenants and agreements of this mortgage, the promissory

Form FmHA-427-1 PR

Form FmHA-427-1 PR 5/76

note, and any other supplementary agreement, including the costs of surveying, title search, court costs, deed recording, and attorneys' fees.

(Eighteen) Without in any way affecting mortgagee's right to require and enforce at any subsequent date the covenants, agreements, or obligations set forth herein, or similar or other agreements, and without affecting the liability of any person for payment of the promissory note or any other debt herein guaranteed, and without affecting the lien on the property or the priority of the lien, mortgagee is hereby authorized and empowered at any time: (One) to waive compliance with any agreement or obligation contained herein, or in the note, or in any supplementary agreement; (Two) to negotiate with mortgagor or to grant to mortgagor any indulgence or forbearance or extension of time for payment of the promissory note (with the consent of the note's holder when it is held by an insured lender), or for payment of any debt to the mortgagee guaranteed herein; or (Three) to grant and deliver partial releases of any part of the property of the mortgaged established herein or to grant deferment or postponement of this mortgage in favor of any other lien established on said property.

[Seals]

(Nineteen) All rights, title, and interest in or over this mortgage, including but not limited to the power to grant consents, partial releases, subordination, and full cancellation, is vested solely and exclusively in the mortgagee, and no insured lender shall have any right, title, or interest in or over the lien and the benefits contained herein.

(Twenty) Default on this mortgage shall constitute default on any other mortgage, rehabilitation loan, or real estate mortgage held or insured by mortgagee, and executed or assumed by mortgagor; and default on any of said security instruments shall constitute a default of this mortgage.

(Twenty-One) All notices to be given under the terms of this mortgage shall be sent by certified mail unless otherwise required by law, and shall be addressed, until some other address is designated in a notice provided to that effect, in the case of mortgagee, to Farmers Home Administration, United States Department of Agriculture, San Juan, Puerto Rico; and in the case of mortgagor, to him at his

Form FmHA-427-1 PR

Form FmHA-427-1 PR 5/76

residential mailing address as stated below.

(Twenty-Two) Mortgagor hereby relinquishes to mortgagee the amount of any judgment obtained due to compulsory expropriation for public use of the property or any part thereof, as well as the amount of any judgment for damages to the property. Mortgagee will apply the amount received to the payment of costs incurred in collection and the balance to payment of the promissory note and any debt to mortgagee guaranteed by this mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEVENTH: That for the purpose of the first auction to be held in case of foreclosure of this mortgage, in accordance with the mortgage law, as amended, mortgagor does hereby appraise the mortgaged property in the amount of SEVENTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$73,500.00).

[Seals]

EIGHTH: Mortgagor hereby waives the requirement of law and shall be considered to be in default without the requirement of any notification from the mortgagee. This mortgage is subject to the regulations of the Farmers Home Administration now in effect, and to future regulations not inconsistent with the provisions of this mortgage, as well as subject to the laws of the Congress of United States of America authorizing the allocation and insuring of the aforementioned loan.

NINTH: The amounts guaranteed by this mortgage are as follows:

One. At all times when the promissory note referenced in paragraph THIRD of this mortgage is held by mortgagee, or in the event mortgagee should convey this mortgage without insuring the promissory note: SEVENTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$73,500.00), the principal amount as said promissory note, with interest as stipulated therein at the rate of Five percent (--5%) per annum;

Two. At all times when the promissory note is held by an insured lender:

(A) SEVENTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$73,500.00)

Form FmHA-427-1 PR

5/76

Form FmHA-427-1 PR to indemnify the mortgagee for advances to the insured lender due to mortgagor's failure to pay the installments as specified in the promissory note, with interest as a stated in paragraph SIX, Third;

(B) ONE HUNDRED TEN THOUSAND TWO HUNDRED FIFTY

DOLLARS (\$110,250.00)

to indemnify the mortgagee against any loss he may sustain under his insurance of payment of the note;

Three. If any event and at all times:

[Seals]

(A) TWENTY-NINE THOUSAND FOUR HUNDRED

DOLLARS (\$29,400.00)

for the interest on arrears.

(B) FOURTEEN THOUSAND SEVEN HUNDRED

DOLLARS (\$14,700.00)

for taxes, insurance, and other advances for the preservation and protection of this mortgage, with interest at the rate stipulated in paragraph SIX, Third;

(C) SEVEN THOUSAND THREE HUNDRED FIFTY

DOLLARS (\$7,350.00)

for costs, expenses, and attorneys' fees in case of foreclosure;

(D) SEVEN THOUSAND THREE HUNDRED FIFTY

DOLLARS (\$7,350.00)

for costs and expenses incurred by mortgagee in proceedings to defend his interests against any other person interfering with or contesting the mortgagor's right of possession of the property, as provided in paragraph SIX, Thirteen.

TENTH: That the promissory note(s) referred to in paragraph THREE of this mortgage is (are) described as follows:

"Promissory note granted in case number 63-16-0582723982, dated August Eleven, Nineteen Seventy-Seven, plus interest on the unpaid principal balance at a rate of Five percent (5%) per annum, until the principal is fully satisfied according to the terms, installments, conditions and stipulations contained in said Promissory Note and as agreed between the Borrower and the Government; except that the final installment of the total debt represented herein, if not satisfied sooner,

Form FmHA-427-1 PR shall be due and payable forty (40) years from the date of this 5/76 Promissory Note.

Said Principal and Interest shall be payable in the following Thirty-Nine (39) installments and shall be payable Forty (40) years from the date of the Promissory Note.

Said Promissory Note has been granted as evidence of a loan by the Government to the Borrower, pursuant to the law of the Congress of the United States of America known as Consolidated Farmers Home Administration Act of Nineteen Sixty One (1961) or pursuant to the Home Act of Nineteen Forty-Nine (1949), as amended, and is subject to the current regulations of the Farmers Home Administration and the regulations not inconsistent with said law.

# ELEVENTH: - The farms object of the mortgage security are the following:

[Seals]

PLOT NUMBER ONE (1): RURAL PROPERTY:

Plot of land located in Barrio Barinas of the Municipality of Yauco, with a surface area of ONE (1) CUERDA, equivalent to three thousand nine hundred thirty (3,930). Bordered to the NORTH, SOUTH, EAST and WEST in sixty-two point seventy (62.70) meters by the land of the main farm from which it is segregated.

RECORDED on Page 125 of Book 230 of Yauco, Farm Number 7701. First Recording.

7700

PLOT NUMBER TWO (2): RURAL PROPERTY:

Plot of land located in Barrio Barinas of the Municipality of Yauco, with a surface area of NINE (9) CUERDAS, equivalent to thirty-five thousand three hundred seventy (35,370) square meters. Bordered to the NORTH and SOUTH in one hundred fifty-three (153.00) meters each by lands of the main farm from which it is segregated; and to EAST and WEST in two hundred thirty-one point eighteen (231.18) meters, each by lands of Mr. Máximo Vega Flores and plots of land of María López Camacho's estate, from which it is segregated, respectively.

RECORDED on Page 132 of Book 230 of Yauco, Farm Number 7701, First Recording.

A poultry farm system  $% \left( 1\right) =\left( 1\right) +\left( 1$ 

# TITLE AND CHARGES

That the appearing party acquired the farms described by Partial Partition of Inheritance and Segregation, through deed number FIVE dated December thirteen, nineteen seventy-six, before Attorney Maritza Pagán de Joglar, Notary Public of San Juan.

TWELFTH: The mortgagor appearing in this deed is Mr. ANGEL M. LOPEZ PADRO, who is of legal age, single, employed and resident of Yauco.

THIRTEENTH: The amount stated herein shall be used for the development of a poultry farm system (laying hens).

[Seals]

FOURTEENTH: The mortgagor shall improve the farms mentioned in paragraph eleven for the development of a Poultry Farm system (laying hens) with the amount of the loan herein guaranteed and shall not lease or use said structure for other purposes unless Government gives its written consent. Violation of this clause as well as the violation of any agreement or clause contained herein shall cause the maturity of the obligation as if the term had elapsed and the Government shall be in position to declare the loan due and payable and shall proceed to foreclosure of the Mortgage.

FIFTEENTH: This Mortgage is expressly extended to all construction or building exiting on the aforementioned farms and to all improvements to the construction or building made on said farms during the effective period of the mortgage loan constituted in favor of the Government, verified by the current owners/debtors or by their assignees or successors..

SIXTEENTH; The Mortgagor does hereby severally waive for himself and his heirs, assignees, successors and representatives, in favor of the Mortgagee,

Farmers Home Administration, any rights that they may have presently or may be established in the future; waiver in favor of Farmers Home Administration permitted under Act Number Thirteen of May twenty-eight, nineteen sixty-nine (1969). (31 L.P.R.A. 1851).

SEVENTEENTH: The granting parties accept as correct the equivalents in numerals; and do also accept this deed in its totality.

I, the Notary, have made to the appearing parties the legal warnings related this this type of contact.

So they state and grant before me, after the granting party waived his right, of which I advised them, to request the presence of witnesses.

This deed was read out loud by me, the Notary, to the granting party after he waived his right to do so personally. Being in agreement, he agrees to all contents of this deed and does sign before me, affixing his initials to the left margin of each page of this Deed.

[Seals]

TO ALL OF WHICH, and to all that I state in this deed, I, the Authorizing Notary, DO ATTEST.-

(Signed): ANGEL M. LOPEZ PADRO

Signed, stamped, sealed and initialed): DOMINGO A. VIVALDI FERMOSO, Notary Public.

The corresponding Internal Revenue seals and Forensic Stamp are cancelled on its original.

[Stamp]

I CERTIFY that this is a true and exact copy of the original that is filed in my Protocol of Public Instruments of the current year to which I refer. And at the request Mr. ANGEL M. LOPEZ PADRO, I issue the first copy of this deed, on the day of its granting, leaving a note of this issuance.

[Signature]

[Illegible] 10:10. [Illegible]
[Illegible] 600 301
[Illegible] AUGUST 26 77

Registrar

Recorded [Illegible] 128 and 134
book 230 of Yauco
farm 7700-7701, 3rd recording,
with the following charges:
Both farms are subject to right of way easement and a
mortgage in favor to the holder of a promissory note in the
amount of \$15,000 and subject the mortgage
established by this document

San Germán, P.R. on <u>December 13</u>, 1978.

No-Fees.

Registrar
[illegible]

Signature
[Seal]

9/24/79 -Reviewed [Illegible] County Supervisor TITLE SEARCH

REF: 1521.201

BY: TAIMARY ESCALONA

PROPERTY NUMBER: 7,700, recorded at page 193 of volume 543 of Yauco, Registry of the Property of Puerto Rico,

section II of Ponce.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Parcela número Uno (1): Predio de terreno en el Barrio Barinas del término municipal de Yauco, Puerto Rico, con una cabida superficial de una (1) cuerda equivalente a tres mil novecientos treinta metros cuadrados (3,930 m.c.), en lindes por el NORTE, SUR, y OESTE, en sesenta y dos punto setenta metros con terrenos de la finca principal de la cual se segrega.

#### ORIGIN:

It is segregated from property number 1,353, recorded at page 208, volume 177 of Yauco.

#### TITLE:

This property is registered in favor of ANGEL MARIO LÓPEZ PADRÓ, single, who acquired it by adjudication in payment inheritance, value of \$53,000.33, pursuant to deed #5, executed in Bayamón, Puerto Rico, on December 13, 1976, before Maritza Pagán de Joglar Notary Public, recorded at page 125 of volume 230 of Yauco, property number 7,700, 1st inscription.

# LIENS AND ENCUMBRANCES:

- By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
- MORTGAGE: Constituted by Angel Mario López Padró, over this property and other, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$73,500.00, responding by \$7,350.00, with 5% annual interests, due on 40 years, constituted by deed #55, executed in Yauco, Puerto Rico, on August 11, 1977, before Domingo A. Vivaldi Fernoso Notary Public; clarified by deed #68, executed in Yauco, Puerto Rico, on October 1978, before same Notary Public, recorded at page 128 of volume 230 of Yauco, property number 7,700, 3rd inscription. Conditions
- MORTGAGE: Constituted by Angel Mario López Padró, over this property and other, in favor of Banco Obrero de Ahorro y 2. Préstamos de PR, in the original principal amount of \$6,500.00, responding by \$700.00, with 94% annual interests, due on presentation, constituted by deed #5, executed in San Juan, Puerto Rico, on December 29, 1977, before Raúl Rodríguez Santiago Notary Public, recorded at overleaf of page 129 of volume 230 of Yauco, property number 7,700, 4th inscription.
- The mortgage of \$73,500.00 of the  $3^{rd}$  inscription was 3. modified as follows: The amount due at November 19, 1986, amounts to \$96,477.47, payable as follows: \$100.00 on or before January 1, 1987 and \$6,293.00 on or before January 1, of each year subsequent, except the final payment which is due on or before November 19, 2016, constituted by deed #133, executed in Yauco, Puerto Rico, on November 19, 1986, before Xavier R. Torres Villa Notary Public, recorded at margin of overleaf of page 128 of volume 230 of Yauco, property number 7,700.

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



PAGE #2 PROPERTY #7,700

787) 748-1143 **ESTUDIOS DE TITULO** SEGUROS DE TITULO BOX 1467, TRUJILLO ALTO, P.R. (787) 748.1130 / 748-8577 • FAX (7 estudios@eagletitlepr.com P.O.

Este documento NO es una póliza de Seguro de Titulo, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

The mortgage of \$73,500.00, reamortized to \$96,477.47 of the 3rd inscription was modified as follows: The amount due at February 26, 1993, amounts to \$114,129.11, payable as follows: \$80.00 on or before January 1 of the first 5 years and \$10,921.00 for the rest of the 19 years, constituted by deed #17, executed in Yauco, Puerto Rico, on February 26, 1993, before Oscar Castellón Pérez Notary Public, recorded at page 136 of volume 379 of 230 of Yauco, property number 7,700, 5th inscription.

- MORTGAGE: Constituted by Angel Mario López Padró, over this property and other, in favor of United States of America acting as Farmer Hcme Administration, in the original principal amount of \$10,000.00, responding by \$1,000.00, with 3.75% annual interests, due on 10 years, constituted by deed #73, executed on April 25, 1995, before Oscar Castellón Pérez Notary Public, recorded at page 138 of volume 379 of Yauco, property number 7,700, 6th inscription. Conditions
- The mortgage of \$73,500.00, reamortized to \$114,129.11 of 6. the 3rd inscription and the mortgage of \$10,000.00 of the 6th inscription was modified as follows: as liquidation by deed #55, executed November 21, 2002, a balance of \$169,320.90, and which must be paid as follows: \$1,500.00 on or before January 1, 2003; \$8,940.00 on or before January 1, 2007 and \$22,560.00 on January of each year, except the final payment which is due on or before November 21, 2016. As liquidation by deed #73, on November 21, 2002, a balance of \$12,559.34 and which must be paid on \$0.00 on or before January 1, 2003 until January 1, 2007, \$1,765.00 on January 1, 2008 and subsequent on January 1 of each year, except the final payment which is due on or before November 21, constituted by deed #90, executed in Yauco, Puerto Rico, on November 21, 2002, before Oscar Castellón Pérez Notary Public, recorded at page 70 of volume 457 of Yauco, property number 7,700,  $7^{\rm th}$  inscription.
- LAWSUIT ANNOTATION: Executed in the United State of America for the District of Puerto Rico, civil case #10-1056 (GAG), on February 2, 2010, for reason of Collection of Money and Foreclosure (3rd and 5th inscriptions) by United States of America (Farm Service Agency), plaintiff, versus Angel Mario López Padró, defendant, by the amount of \$166,671.12 and \$12,559.34, plus interests, recorded at page 193 of volume 543 of Yabucoa, property number 7,700, annotation A, dated on March 9, 2010.

## REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to October 11, 2019.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature MERONE

mcr/mv/F

Engle Title & Other Services, Inc.

- I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:
  - 1. That my name and personal circumstances are the above mentioned.
  - 2. That on October 11, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
  - 3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 3 th day of November of 2019.

Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4,385

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this  $\frac{23}{100}$  day of  $\frac{2010}{100}$  of  $\frac{2010}{100}$ .

NOTE AS QUINTERO SEELO AS SEELO de Astrona Lecal 80093-2000-1028-46942366

# TITLE SEARCH

CLIENT: ANGEL MARIO LÓPEZ PADRÓ

REF: 1521.201 BY: TAIMARY ESCALONA

**PROPERTY NUMBER:** 7,701, recorded at page 202 of volume 543 of Yauco, Registry of the Property of Puerto Rico,

section II of Ponce.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Parcela número Dos (2): Predio de terreno en el Barrio Barinas del término municipal de Yauco, Puerto Rico, con una cabida superficial de nueve cuerdas, equivalente a treinta y cinco mil trescientos setenta (35.370) metros cuadrados. En lindes por el NORTE, y SUR, en ciento cincuenta y tres metros cada una con terrenos de la finca principal de la cual se segrega; y por el ESTE, y OESTE, en doscientos treinta y uno punto diez y ocho metros cada uno con terrenos de Máximo Vega Flores y terrenos de la Sucesión Mario López Camacho de los cuales se segregan respectivamente.

#### ORIGIN:

It is segregated from property number 1,353, recorded at page 208, volume 177 of Yauco.

### TITLE:

This property is registered in favor of ANGEL MARIO LÓPEZ PADRÓ, single, who acquired it by adjudication in payment of inheritance, value of \$479.97, pursuant to deed #5, executed in Bayamón, Puerto Rico, on December 13, 1976, before Maritza Pagán de Joglar Notary Public, recorded at page 132 of volume 230 of Yauco, property number 7,701,  $1^{\rm st}$  inscription.

#### LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
- 1. MORTGAGE: Constituted by Angel Mario López Padró, over this property and other, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$73,500.00, responding by \$66,150.00, with 5% annual interests, due on 40 years, constituted by deed #55, executed in Yauco, Puerto Rico, on August 11, 1977, before Domingo A. Vivaldi Fernoso Notary Public; clarified by deed #68, executed in Yauco, Puerto Rico, on October 11, 1978, before same Notary Public, recorded at page 134 of volume 230 of Yauco, property number 7,701, 3rd inscription. Conditions
- 2. MORTGAGE: Constituted by Angel Mario López Padró, over this property and other, in favor of Banco Obrero de Ahorro y Préstamos de PR, in the original principal amount of \$6,500.00, responding by \$5,800.00, with 94% annual interests, due on presentation, constituted by deed #5, executed in San Juan, Puerto Rico, on December 27, 1977, before Raúl Rodríguez Santiago Notary Public, recorded at overleaf of page 135 of volume 230 of Yauco, property number 7,701, 4th inscription.
- 3. The mortgage of \$73,500.00 of the 3<sup>rd</sup> inscription was modified as follows: The amount due at November 19, 1986, amounts to \$96,477.47, payable as follows: \$100.00 on or before January 1, 1987 and \$6,293.00 on or before January 1, of each year subsequent, except the final payment which is due on or before November 19, 2016, constituted by deed #133, executed in Yauco, Puerto Rico, on November 19, 1986, before Xavier R. Torres Villa Notary Public, recorded at margin of overleaf cf page 134 of volume 230 of Yauco, property number 7,701.

# ESTUDIOS DE TITULO SEGUROS DE TITULO BOX 1467, TRUJILLO ALTO, P.R. 00977-1467 (787) 748.1130 / 748-8577 • FAX (787) 748-1143 estudios@eagletitlepr.com

PAGE #2 PROPERTY #7,701

- 4. The mortgage of \$73,500.00, reamortized to \$96,477.47 of the 3rd inscription was modified as follows: The amount due at February 26, 1993, amounts to \$114,129.11, payable as follows: \$80.00 on or before January 1 of the first 5 years and \$10,921.00 for the rest of the 19 years, constituted by deed #17, executed in Yauco, Puerto Rico, on February 26, 1993, before Oscar Castellón Pérez Notary Public, recorded at page 141 of volume 379 of 230 of Yauco, property number 7,701, 6th inscription.
- 5. MORTGAGE: Constituted by Angel Mario López Padró, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$8,000.00, with 4½% annual interests, due on 7 years, constituted by deed #8, executed in Yauco, Puerto Rico, on February 13, 1990, before Oscar Castellón Pérez Notary Public, recorded at page 136 of volume 230 of Yauco, property number 7,701, 5th inscription. Conditions
- 6. MORTGAGE: Constituted by Angel Mario López Padró, over this property and other, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$10,000.00, responding by \$9,000.00, with 3.75% annual interests, due on 10 years, constituted by deed #73, executed on April 25, 1995, before Oscar Castellón Pérez Notary Public, recorded at page 143 of volume 379 of Yauco, property number 7,701, 7th inscription. Conditions
- 7. The mortgage of \$73,500.00, reamortized to \$114,129.11 of the 3rd inscription and the mortgage of \$10,000.00 of the 6th inscription was modified as follows: as liquidation by deed #55, executed November 21, 2002, a balance of \$169,320.90, and which must be paid as follows: \$1,500.00 on or before January 1, 2003; \$8,940.00 on or before January 1, 2007 and \$22,560.00 on January of each year, except the final payment which is due on or before November 21, 2016. As liquidation by deed #73, on November 21, 2002, a balance of \$12,559.34 and which must be paid on \$0.00 on or before January 1, 2003 until January 1, 2007, \$1,765.00 on January 1, 2008 and subsequent on January 1 of each year, except the final payment which is due on or before November 21, 2002, constituted by deed #90, executed in Yauco, Puerto Rico, on November 21, 2002, before Oscar Castellón Pérez Notary Public, recorded at page 72 of volume 457 of Yauco, property number 7,701, 8th inscription.
- 8. LAWSUIT ANNOTATION: Executed in the United State of America for the District of Puerto Rico, civil case #10-1056 (GAG), on February 2, 2010, for reason of Collection of Money and Foreclosure (3rd and 6th inscriptions) by United States of America (Farm Service Agency), plaintiff, versus Angel Mario López Padró, defendant, by the amount of \$166,671.12 and \$12,559.34, plus interests, recorded at page 202 of volume 543 of Yabucoa, property number 7,701, annotation A, dated on March 9, 2010.

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está irritada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



BOX 1467, TRUJILLO ALTO, P.R. 00977-1467 (787) 748.1130 / 748-8577 • FAX (787) 748-1143 estudios@eagletitlepr.com ESTUDIOS DE TITULO

SEGUROS DE TITULO P.O. TELS.

como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título. Este documento NO es una póliza de Seguro de Tífulo, por lo cual no debe utilizarse

PROPERTY #7,701

## REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to October 11, 2019.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

mcr/mv/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

Authorized signature

- 1. That my name and personal circumstances are the above mentioned.
- 2. That on October 11, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
- 3. That the attached title study correctly represents in all its parts the status of the above property in The Property Registry of Puerto Rico.
- I, the undersigned, hereby swear that the facts herein stated are

In Guaynabo, Puerto Rico, this 3th day of worker of 2019.

AFFIDAVIT NUMBER 4,386

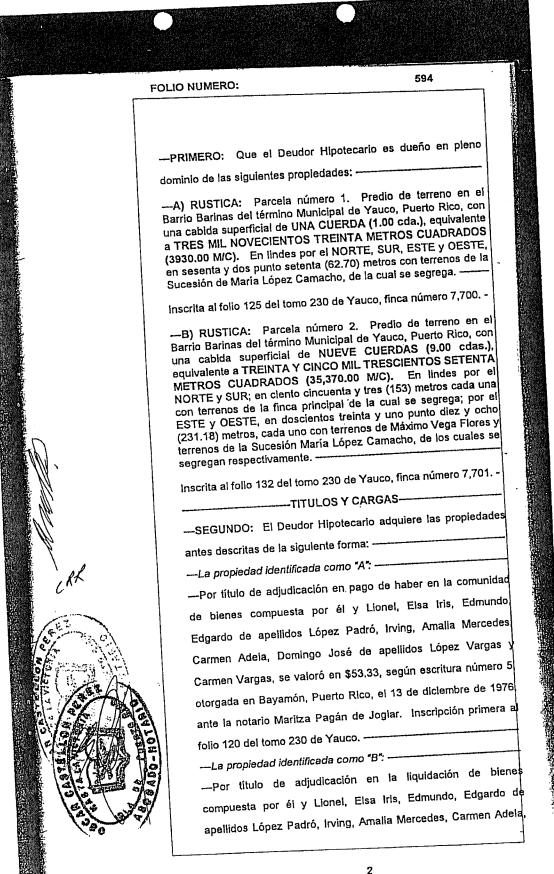
Sworn and subscribed to before me by Elías Díaz Bermúdez of aforementioned personal circumstances, personally know.

In Guaynabo, Puerto Rico, this 23 day of Albaba of 2019.

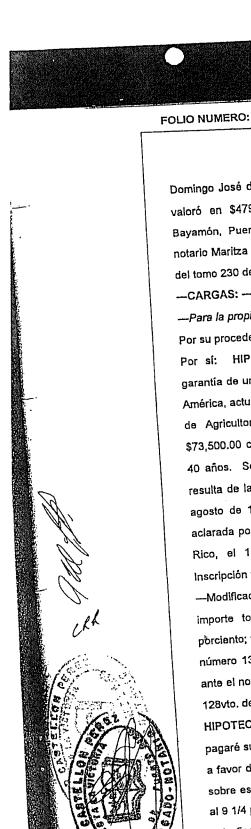


8608ada - Notalic

		593
PIA CATTEFICADA LIGHT Harin Lopera TE A CAEA  PIA CATTEFICADA LO CALLET  LO C	—REAMORTIZACION DE PROMOTICACION DE PROMOTICACION DE PROMOTICACION DE PROMOTICA PUEDO PUEDO DE LA PRIMERA PARTE:  DON ANGEL MARIO LOPE PROPIETATION DE LA SEGUNDA HIPOTECARIO: ESTADO POR CONDUCTO POR CONDUCTO POR CONDUCTO POR CONCIDO CONOCIDO COMO CARLOS Gerente de Crédito Agria Rico, Seguro Social núm debidamente acreditado Rico.  —De conocer personal dichos me constan sus por conducto puedo por conducto per conocido como CARLOS Gerente de Crédito Agria Rico, Seguro Social núm debidamente acreditado en constan sus constan sus constan sus constantes per conocer personal dichos me constan sus constantes per conocer personal dichos me	RESTAMO HIPOTECARIO————————————————————————————————————



595



Domingo José de apellidos López Vargas y Carmen Vargas, se valoró en \$479.97, según escritura número 5, otorgada en Bayamón, Puerto Rico, el 13 de diciembre de 1976, ante la notario Maritza Pagán de Joglar. Inscripción primera al folio 133 del tomo 230 de Yauco. --

-CARGAS: ---

---Para la propiedad identificada como "A": --

Por su procedencia: Libre. -

Por sí: HIPOTECA constituída por Angel Mario López en garantía de un pagaré suscrito a favor de los Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores, sobre esta finca y otra por la suma de \$73,500.00 con intereses al 5 porciento anual; vencedero a los 40 años. Se tasa la finca en \$73,500.00, las dos fincas. Así resulta de la escritura número 55, otorgada en Yauco, el 11 de agosto de 1977, ante el notario Domingo A. Vivaldi Fermoso, aclarada por la escritura número 68, otorgada en Yauco, Puerto Rico, el 11 de octubre de 1978, ante el mismo notario. Inscripción tercera al folio 128 del tomo 230 de Yauco. -

---Modificada esta hipoteca en cuanto a la forma de pago, el importe total adeudado de \$96,477.47, con intereses al 5 porciento; vencerá el 19 de noviembre de 2016. Según escritura número 133, otorgada en Yauco, el 19 de noviembre de 1986, ante el notario Xavier Torres Villa. Anotación al margen del folio 128vto. del tomo 230 de Yauco, con fecha 7 de enero de 1987. --HIPOTECA constituida por Angel Mario López en garantía de un pagaré suscrito bajo affidavit número 391, sobre esta y otra finca a favor del Banco Obrero de Ahorro y Préstamo de Puerto Rico, sobre esta finca y otra, por la suma de \$6,500.00, con intereses al 9 1/4 porciento anual; vencedero a la presentación. Responde esta finca por la suma de \$700.00. Así resulta de la escritura número 5, otorgada en San Juan, Puerto Rico, el 29 de diciembre

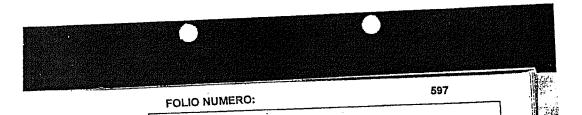
596

	de '
	cua
	P
	Por
	Por
	gar
	Am
1	de
	\$7
	40
C. Land Committee Committe	es
	19
	te
	\$
7.1	n
	Y
.0	\ \
SR	\ c
<b>3</b>	1
	1
1 2 3	
Car and a second	
	A 174
/6°/	The state of
\2\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	學。學
	18/00
300	- 7
-	

FOLIO NUMERO:

1977, ante el notario Raúl Rodríguez Santiago. Inscripción rta al folio 130 del tomo 230 de Yauco. ara la propiedad Identificada como "B": su procedencia: Libre. sí: HIPOTECA constituída por Angel Mario López en antía de un pagaré suscrito a favor de los Estados Unidos de érica, actuando por conducto de la Administración de Hogares Agricultores, sobre esta finca y otra por la suma de 3,500.00 con intereses al 5 porciento anual; vencedero a los años. Se tasa la finca en \$73,500.00. Así resulta de la critura número 45, otorgada en Yauco, el 11 de agosto de 977, ante el notario Domingo A. Vivaldi Fermoso. Inscripción rcera al folio 134 del tomo 230 de Yauco. --Esta hipoteca fue remortizada y modificada con un balance de 96,477.47, con intereses al 5 porciento; vencerá el 19 de oviembre de 2016. Según escritura número 133, otorgada en auco, el 19 de noviembre de 1986, ante el notario Xavier Torres /illa. Anotación al margen del folio 134 del tomo 230 de Yauco, on fecha 7 de enero de 1987. -HIPOTECA constituida por Angel Mario López en garantía de un pagaré suscrito a favor del Banco Obrero de Ahorro y Préstamo de Puerto Rico, sobre esta finca y otra, por la suma de \$6,500.00, con intereses al 9 1/4 porciento anual; vencedero a la presentación. Se tasa la finca en \$5,800.00. Así resulta de la escritura número 5, otorgada en San Juan, Puerto Rico, el 29 de diciembre de 1977, ante el notario Raúl Rodríguez Santiago. Inscripción cuarta al folio 135 del tomo 230 de Yauco. ----Fue remortizada y modificada la hipoteca por la suma de \$73,500.00 que motivó inscripción tercera con un balance deudor de \$96,477.47 principal más intereses por la suma de \$17,651.64 para un total de \$114,129.11 con intereses a razón del 5 porciento anual; será pagado de la siguiente forma: \$80.00 en o antes de 1 de enero de los primeros 5 años y luego pagará

4



\$10,921.00, por los restantes 19 años. Los pagos se efectuaran los días 1 de enero de cada año y por la escritura número 17, otorgada en Yauco, Puerto Rico, el 26 de febrero de 1993, ante el notario Oscar Castellón Pérez. Inscripción sexta al folio 137 del tomo 230 de Yauco. -

-Se repite la inscripción sexta al folio 141 del tomo 379 de

HIPOTECA constituida por Angel Mario López en garantía de un pagaré suscrito a favor de los Estados Unidos de América, actuando por conducto de la Administración de Hogares Agricultores, sobre esta finca y otra por la suma de \$8,000.00, con intereses al 4 ½ porciento anual; vencedero a los 2 años. Se tasa la finca en \$8,000.00. Así resulta de la escritura número 8, otorgada en Yauco, Puerto Rico, el 13 de febrero de 1990, ante el notario Oscar Castellón Pérez. Inscripción quinta al folio 136 del tomo 230 de Yauco. -

HIPOTECA constituida por Angel Mario López en garantía de un pagaré suscrito a favor de los Estados Unidos de América, actuando por conducto de la Administración de Hogares Agricultores, sobre esta finca y otra por la suma de \$9,000.00; con intereses al 3.75 porciento anual; vencedero a los 10 años. Se tasa la finca en un 90% de dicha hipoteca. Así resulta de la escritura número 73, otorgada en Yauco, Puerto Rico, el 25 de abril de 1995, ante el notarlo Oscar Castellón Pérez. Inscripción septima al folio 143 del tomo 379 de Yauco. -

---TERCERO: Los Estudios de título fueron ordenados por los comparecientes a sugerencia del notario y preparados los mismos por la SRA. RITA MARIA ORTIZ RODRIGUEZ, con fecha del 11 de abril del 2002, para la propledad identificada "A" y con fecha del 2 de abril del 2002, para la propiedad identificada "B". Yo, el notario les explique a los comparecientes el contenido y las consecuencias jurídicas del mismo, y enterados y conformes se reiteran en este otorgamiento. Así mismo los comparecientes



aceptan de cuenta y cargo la presentación e inscripción en el Registro, del inmueble antes descrito y liberan al notario de la responsabilidad civil y notarial en cuanto al estudio de título, la presentación e inscripción, en cuyo caso corresponde por cuenta y cargo de la parte interesada del inmueble en el Registro de la Propledad.

---CUARTO: Sigue manifestando el Deudor Hipotecario, que con el fin de reamortizar la deuda hipotecarla con la Administración de Hogares de Agricultores antes, hoy FARM SERVICE AGENCY, solicitó y obtuvo el consentimiento del Acreedor Hipotecario, Estados Unidos de América, actuando por conducto y a través del Administrador de la Administración de Hogares de Agricultores antes, hoy FARM SERVICE AGENCY, de conformidad con la Ley del Congreso, titulada "Consolidated Farmers Home Administration Act of 1961" y el regiamento aprobado al efecto, para reamortizar las deudas hipotecarlas. — ---QUINTO: Manifiesta el Deudor Hipotecario, que son de su propio y personal conocimiento todas y cada una de las obligaciones, cláusulas y estipulaciones contenidas mencionadas en las escrituras de Hipoteca, y en este acto en forma clara, solemne y terminantemente, se obliga a cumplir todas y cada una de dichas obligaciones, cláusulas y estipulaciones requeridas por la Administración de Hogares de Agricultores antes, hoy FARM SERVICE AGENCY. -

-DE PAGARE E HIPOTECA-

—SEXTO: Manifiesta el Acreedor Hiptecarlo, DON CARLOS RAMIREZ, en el carácter que ostenta, que habiéndo sido aceptado el Deudor Hipotecarlo, Don Angel Mario López Padró, para recibir los beneficios de la Ley del Congreso titulada "Consolidated Farmers Home Administration Act of 1961", según enmendada, ha convenido en reamortizar y modificar la forma de pago de los plazos consignados en los Pagarés y en las

FOLIC	NUMERO:	599	
a condition of the cond	DIECISIETE CENTAVOS (\$112 CINCUENTA Y CINCO MIL DOS DOLARES CON SETENTA Y T de intereses, para un total de CII TRESCIENTOS VEINTE D CENTAVOS (\$169,320.90), que un CINCO PORCIENTO (5.00% diferimiento de CINCO (6) año siguiente forma: MIL QUINIEN antes del uno (1) de enero de MIL NOVECIENTOS CUAREN antes del uno (1) de enero del uno (1) de enero del año dos QUINIENTOS SESENTA DOL enero del año dos mil ocho (2) (1) de enero de cada año, ex aquí evidenciada, se hará noviembre del año dos mil dio —B) Escritura número 73, día 25 de abril de 1995, ant Pérez: "El importe de este Pagará	da en Yauco, Puerto Rico, el Notario Público Domingo A.  oteca que lo garantiza ha sido ino (21) de noviembre del año deudor montante a CIENTO (OCHO DOLARES CON 14,068.17) de Principal, y CIENTOS CINCUENTA Y DOS RES CENTAVOS (\$55,252.73) ENTO SESENTA Y NUEVE MIL OLARES CON NOVENTA devengará intereses a razón de anual y por habersele dado un os, habrá de ser pagada en la TOS DOLARES (\$1,500.00) en o año dos mil tres (2003), OCHO (VTA DOLARES (\$8,940.00) en o año dos mil cuatro (2004) hasta el mil siete (2007); VEINTIDOS MIL LARES (\$22,560.00) el uno (1) de cepto que el plazo final de la deuda en o antes del veintiuno (21) de	

600

NOVECIENTOS QUINCE DOLARES CON VEINTE CENTAVOS (\$9,915.20) de Principal, y DOS MIL SEISCIENTOS CUARENTA Y CUATRO DOLARES CON CATORCE CENTAVOS (\$2,644.14) de intereses, para un total de DOCE MIL QUINIENTOS CINCUENTA Y NUEVE DOLARES CON TREINTA Y CUATRO CENTAVOS (\$12,559.34), que devengará intereses razón de un TRES PUNTO SETENTA Y CINCO PORCIENTO (3.75%) anual y por habersele dado un diferimiento de CINCO (6) años, habrá de ser pagada en la siguiente forma: CERO DOLARES (\$0.00) en o antes del uno (1) de enero del año dos mil tres (2003) hasta el uno (1) de enero del año dos mil siete (2007); MIL SETECIENTOS SESENTA Y CINCO DOLARES (\$1,765.00) el uno (1) de enero del año dos mil ocho (2008) y subsiguientemente en el uno (1) de enero de cada año, excepto que el plazo final de la deuda aquí evidenciada, se hará en o antes del veintluno (21) de noviembre del año dos mil diez y siete (2017). ---

——C) Escritura número 8, otorgada en Yauco, Puerto Rico, el día 13 de febrero de 1990, ante el Notario Público Oscar Castellón Pérez:

"El importe de este Pagaré y la Hipoteca que lo garantiza ha sido ampliado y reamortizado al Veintiuno (21) de noviembre del año dos mil dos (2002), dio un saldo deudor montante a DOS MIL CINCUENTA Y TRES DOLARES CON CUARENTA Y DOS CENTAVOS (\$2,053.42) de Principal, y SEISCIENTOS SESENTA Y CINCO DOLARES CON OCHENTA Y DOS CENTAVOS (\$665.82) de intereses, para un total de DOS MIL **DOLARES** NUEVE Y SETECIENTOS DIEZ VEINTICUATRO CENTAVOS (\$2,719.24), que devengará intereses razón de un TRES PUNTO SETENTA Y CINCO PORCIENTO (3.75%) anual y por habersele dado un diferimiento de CINCO (5) años, habrá de ser pagada en la siguiente forma: CERO DOLARES (\$0.00) en o antes del uno (1) de enero del

601

año dos mil tres (2003) hasta el uno (1) de enero del año dos mil siete (2007); DOSCIENTOS SIETE DOLARES (\$207.00) el uno (1) de enero del año dos mil ocho (2008) y subsiguientemente en el uno (1) de enero de cada año, excepto que el plazo final de la deuda aquí evidenciada, se hará en o antes del veintiuno (21) de noviembre del año dos mil veintinueve (2029).

—SEPTIMO: El Acreedor Hipotecario, DON CARLOS RAMIREZ, en el carácter que ostenta, me entrega a mí, el notario, los Pagarés garantizados con las Hipotecas antes descritas, quien me asegura no han sido negociados ni gravados en forma alguna por su actual tenedor y poseedor, Estados Unidos de América, y una vez identificados por mí, el notario, cerciorándome que se trata de los mismos Pagaré, procedo a poner al dorso de los mismos la siguiente nota:

----A) \*El importe de este Pagaré y la Hipoteca que lo garantiza, reamortizado al veintiuno (21) de noviembre del año dos mil dos (2002), dio un saldo deudor montante a CIENTO SESENTA Y NUEVE MIL TRESCIENTOS VEINTE DOLARES CON NOVENTA CENTAVOS (\$169,320.90), con intereses a razón de un CINCO PORCIENTO (5.00%) anual y la cual habrá de ser pagada en la siguiente forma: MIL QUINIENTOS DOLARES (\$1,500.00) en o antes del uno (1) de enero del año dos mil tres (2003), OCHO MIL NOVECIENTOS CUARENTA DOLARES (\$8,940.00) en o antes del uno (1) de enero del año dos mil cuatro (2004) hasta el uno (1) de enero del año dos mil slete (2007); VEINTIDOS MIL QUINIENTOS SESENTA DOLARES (\$22,560.00) el uno (1) de enero del año dos mil ocho (2008) y subsiguientemente en el uno (1) de enero de cada año, excepto que el plazo final de la deuda aquí evidenciada, se hará en o antes del veintiuno (21) de noviembre del año dos mil diez y seis (2016), según consta de la Escritura número NOVENTA (90) del día veintiuno (21) de noviembre del año dos mil dos (2002), ante el notario Oscar Castellón Pérez.

SA PER ILL WILL BOTH TO THE PARTY OF THE PAR



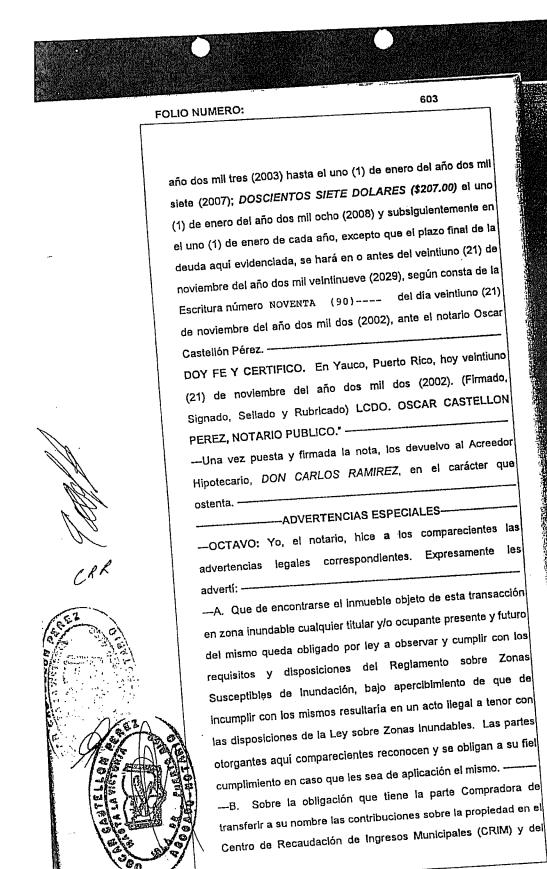
602

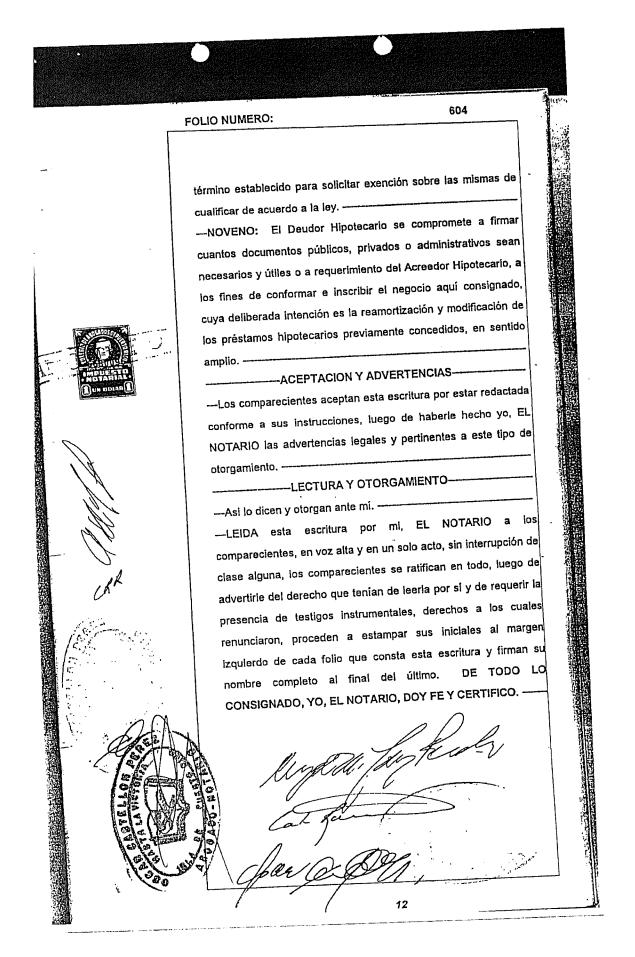
DOY FE Y CERTIFICO. En Yauco, Puerto Rico, hoy veintiuno (21) de noviembre del año dos mil dos (2002). (Firmado, Signado, Sellado y Rubricado) LCDO. OSCAR CASTELLON PEREZ, NOTARIO PUBLICO."

----B) "El importe de este Pagaré y la Hipoteca que lo garantiza, reamortizado al veintiuno (21) de noviembre del año dos mil dos (2002), dio un saldo deudor montante a DOCE MIL QUINIENTOS CINCUENTA Y NUEVE DOLARES CON TREINTA Y CUATRO CENTAVOS (\$12,559.34), con intereses razón de un TRES PUNTO SETENTA Y CINCO PORCIENTO (3.75%) anual y la cual habrá de ser pagada en la siguiente forma: CERO DOLARES (\$0.00) en o antes del uno (1) de enero del año dos mil tres (2003) hasta el uno (1) de enero del año dos mil slete (2007); MIL SETECIENTOS SESENTA Y CINCO DOLARES (\$1,765.00) el uno (1) de enero del año dos mil ocho (2008) y subsiguientemente en el uno (1) de enero de cada año, excepto que el plazo final de la deuda aquí evidenciada, se hará en o antes del veintiuno (21) de noviembre del año dos mil diez y siete (2017), según consta de la Escritura número NOVENTA (90) --del día veintiuno (21) de noviembre del año dos mil dos (2002), ante el notario Oscar Castellón Pérez. -DOY FE Y CERTIFICO. En Yauco, Puerto Rico, hoy veintiuno (21) de noviembre del año dos mil dos (2002). (Firmado, Signado, Sellado y Rubricado) LCDO. OSCAR CASTELLON

garantiza, reamortizado al veintiuno (21) de noviembre del año dos mil dos (2002), dio un saldo deudor montante a DOS MIL SETECIENTOS DIEZ Y NUEVE DOLARES CON VEINTICUATRO CENTAVOS (\$2,719.24), con intereses razón de un TRES PUNTO SETENTA Y CINCO PORCIENTO (3.75%) anual y la cual habrá de ser pagada en la siguiente forma: CERO DOLARES (\$0.00) en o antes del uno (1) de enero del

PEREZ, NOTARIO PUBLICO." -





Zeta es una cepia fori y excita del mighial, gi abra en el proceeds de Instrumentos Públicos, detnotario autorizante. Tiene enscritas les iniciales est eada uno de los felios y to firma del nombre complere de cada una de los comparecimins on el éltimo falis. Constered Z. felios. Los Sellos de Rentas Internas E cl empuesto entariat, están atheridos y cayceladoj. A mas parte interesades espide esta copia al . Poda la gue rubico, signalfirmo y solio, da lo cual

Sulamente a los fines de premer les dates de visnipion pos habor sido decomisado esta escritura de acuardo a la ley se consegue la seguento nota.

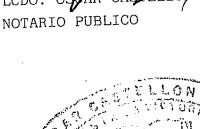
Jones 457- Yamo Joliv 70 y 72 Junes # 7,700 y # 7,701 Porce a 4 de diciembre de 2002. Régistrolor 2.21.07

"El importe de este Pagaré y la Hipoteca que lo garantiza, reamortizado al veintiseis de febrero de mil novecientos noventa y tres dío un saldo deudor montante a CIENTO MIL CIENTO VEINTINUEVE DOLARES CON ONCE CENTAVOS (\$114,129.11) con intereses a razón del cinco por ciento (5%) anual por ciento anual y la cual habrá de ser pagada en la siguiente forma: OCHENTA DOLARES (\$80.00) en o antes del día primero de enero de los primeros cinco (5) años y luego pagara DIEZ MIL NOVECIENTOS VEINTIUN DOLARES (\$10,921.00) por restantes diecinueve años (19). Los pagos se efectuarán los días primero de enero de cada año por los próximos veinticuatro años, según la Escritura Número DIECISIETE (17), ante Oscar Castellón Pérez.

DOY FE.

En Yauco, Puerto Rico, a 26 de febrero de 1993.

LCDO. OS AR CASTELLON



"El importe de este Pagaré y la Hipoteca que lo garantiza, reamortizado al diecinueve (19) de noviembre de mil novecientos ochenta y seis (1986), dio un saldo deudor montante a NOVENTA Y SEIS MIL CUATROCIENTOS SETENTA Y SIETE DOLARES CON CUARENTA Y—
SIETE CENTAVOS (\$96,477.47), con intereses a razón del Cinco (5%)
por ciento anual y la cual habrá de ser pagada en la siguiente forma:

CIEN DOLARES (\$100.00) en o antes del primero (1ro.) de enero de milnovecientos ochenta y siete (1987) y SEIS MIL DOSCIENTOS NOVENTA Y——
TRES DOLARES (\$6,293.00) en o antes de cada enero primero (1ro.) subsiguiente, excepto el pago final del total de la deuda aquí asumida—
se hará en o antes del diecinueve (19) de noviembre del año dos mil—
dieciseis (2016), según resulta de la Escritura Número Ciento Treinta
y Tres (133) del día diecinueve (19) de noviembre de mil novecientos—
ochenta y seis (1986), ante el Notario Licenciado XAVIER R. TORRES——
VILLA.

DOY FE."

En Yauco, Puerto Rico, a 19 de noviembre de 1986.

ANTER A. TORRES

XAVIER R. TORRES VILLA Notario Público

# ADDENDUM

El importe de este Pagaré y la Hipoteca que lo garantiza ha sido ampliado y reamortizado al Veintiuno (21) de noviembre del año dos mil dos (2002), dio un saldo deudor montante a NUEVE MIL NOVECIENTOS QUINCE DOLARES CON VEINTE CENTAVOS (\$9,915.20) de Principal, y DOS MIL SEISCIENTOS CUARENTA Y CUATRO DOLARES CON CATORCE CENTAVOS (\$2,644.14) de intereses, para un total de DOCE MIL QUINIENTOS CINCUENTA Y NUEVE DOLARES CON TREINTA Y CUATRO CENTAVOS (\$12,559.34), que devengará intereses razón de un TRES PUNTO SETENTA Y CINCO PORCIENTO (3.75%) anual y por habersele dado un diferimiento de CINCO (5) años, habrá de ser pagada en la siguiente forma: CERO DOLARES (\$0.00) en o antes del uno (1) de enero del año dos mil tres (2003) hasta el uno (1) de enero del año dos mil siete (2007); MIL SETECIENTOS SESENTA Y CINCO DOLARES (\$1,765.00) el uno (1) de enero del año dos mil ocho (2008) y subsiguientemente en el uno (1) de enero de cada año, excepto que el plazo final de la deuda aquí evidenciada, se hará en o antes del veintiuno (21) de noviembre del año dos mil diez y siete (2017), según consta de la Escritura del día Veintiuno (21)de ---NOVENTA (90)----número noviembre del año dos mil dos (2002).

DOY FE Y CERTIFICO. En Yauco, Puerto Rico, hoy Veintiuno (21) de noviembre del año dos mil dos (2002).

**ÓSCAR CASTELLON PEREZ** 

NOTARIO PUBLICO

# ATTORNEY AT LAW

PO BOX 3002 – CALLE MATTEI LLUBERAS NUM. 68 YAUCO, PUERTO RICO 00698

# PUBLIC INSTRUMENT

NUMBER: NINETY (90)

# SUBJECT: <u>RE-AMORTIZATION OF MORTGAGE LOAN</u> AND MODIFICATION LOAN

# **GRANTED**

BY: MR. ÁNGEL MARIO LÓPEZ PADRO

IN FAVOR OF: <u>UNITED STATES OF AMERICA</u>,

<u>ACTING THROUGH THE ADMINISTRATOR OF THE</u>

<u>FARMERS HOME ADMINISTRATION PREVIOUSLY</u>,

<u>CURRENTLY FARM SERVICES AGENCY</u>, <u>REPRESENTED BY</u>

MR. CARLOS RAMÍREZ RODRÍGUEZ

**ON: NOVEMBER 21, 2002** 

IN: YAUCO, PUERTO RICO

[Illegible] <u>First</u>
CERTIFIED COPY
[Illegible] <u>Mario López</u>
[Illegible]
<u>November 21, 2002</u>
[Illegible] I CERTIFY
[Signature]

# DEED NUMBER NINETY (90)

593

# REAMORTIZATION OF MORTGAGE LOAN AND MODIFICATION OF MORTGAGE

In Yauco, Puerto Rico, on the November twenty-one (21), two thousand two (2002).

# IN MY PRESENCE

ATTY. OSCAR CASTELLON PEREZ, Attorney and Notary Public of this Island, with residence and offices in Yauco, Puerto Rico.

# THERE NOW APPEAR

[Initials]

THE FIRST PARTY: AS MORTGAGOR: MR. ANGEL MARIO LOPEZ PADRO, of legal age, single, property owner and resident of Yauco, Puerto Rico, Social Security number XXX-XX-XXXX.

[Seals]

THE SECOND PARTY: AS MORTGAGEE: UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, previously, today the FARM SERVICE AGENCY, with employer social security XXX-XXXXX, represented in this act MR. CARLOS RAMIREZ RODRIGUEZ also known as *CARLOS RAMIREZ*, of legal age, Farm Credit Manager, a resident of San Germán, Puerto Rico, Social Security number XXX-XXXXX, whose credentials are duly recorded at the Property Registry of Puerto Rico.

# I DO ATTEST

To my personal acquaintance with the parties and, by virtue of their statements, to their personal information. They assure me they have, and, in my judgment, they do have the necessary legal capacity for this type of granting and, consequently, freely and voluntarily

# THEY DO STATE

FIRST: That the mortgagors is the owner with full control of the following properties:

A) RURAL PROPERTY: Plot number 1. Plot of land located in Barrio Barinas of the Municipality of Yauco, with a surface area of ONE (1) CUERDA, equivalent to THREE THOUSAND NINE HUNDRED THIRTY SQUARE METERS (3,930 M²). Bordered to the NORTH, SOUTH, EAST and WEST in sixty-two point seventy (62.70) meters by the land of Mária López Camacho's Estate, from which it is segregated.

Recorded on page 125 of book 230 of Yauco, farm number 7,700.

B) RURAL PROPERTY: Plot of land in Barrio Barinas of the Municipality of Yauco, with a surface area of NINE (9) CUERDAS, equivalent to THIRTY-FIVE THOUSAND THREE HUNDRED SEVENTY SQUARE METERS (35,370 M<sup>2</sup>). Bordered to the NORTH and SOUTH in one hundred fifty-three (153) meters each by lands of the main farm from which it is segregated; and to EAST and WEST in two hundred thirty-one point eighteen (231.18) meters, each by lands of Mr. Máximo Vega Flores and plots of land of María López Camacho's estate, from which it is segregated, respectively.

[Initials]

[Seals]

Recorded on Page 132 of Book 230 of Yauco, Farm Number 7,701.

# TITLES AND CHARGES

SECOND: The Mortgagor acquires the aforementioned properties as follows:

The property identified as "A:"

By title of adjudication as payment for having in the community property composed of him and Lionel, Elsa Iris, Edmundo Edgardo surnamed López, Padró, Irving, Amalia Mercedes, Carmen Adela, Domingo José surnamed López Vegas, y Carmen Vargas, it was valued at \$53.33, according to deed number 5, granted on Bayamón, Puerto Rico, on December 13, 1976, before the notary Maritza Pagán de Joglar. First recording on page 120 of book 230 of Yauco.

*The property identified as "B"* 

By title of adjudication in the liquidation of properties composed of him and Lionel, Elsa Iris, Edmundo Edgardo surnamed López Padró, Irving, Amalia Mercedes, Carmen Adela,

Domingo José surnamed López Vegas, y Carmen Vargas, it was valued at \$479.97, according to deed number 5, granted on Bayamón, Puerto Rico, on December 13, 1976, before the notary Maritza Pagán de Joglar. First recording on page 133 of book 230 of Yauco.

# **CHARGES:**

For the property identified as "A"

Due to its provenience: Free.

By itself: MORTGAGE constituted by Angel Mario López in guaranty of a promissory note signed in favor to United States of America, acting through the Farmers Home Administration, over this farm and another in the amount of \$73,500.00 with interest at 5 percent per annum; maturing in 40 years. The farm is assessed in the amount of \$73,500.00, both farms. This pursuant to deed number 55, granted in Yauco on August 11, 1977, before the notary Domingo A. Vivaldi Fermoso, clarified by deed number 68, granted in Yauco, Puerto Rico, on October 11, 1978, before the same notary. Third recording on page 128 of book 230 of Yauco.

[Initials]

[Seals]

This mortgage modified with regards to the payment schedule, the total amount owed of \$96,477.47 with interest at 5 percent; it shall mature on November 19, 2016. This pursuant to deed number 133, granted in Yauco on November 19, 1986, before the notary Xavier Torres Villa. Noted in the margin of page 128, reverse, of book 230 of Yauco, dated January 7, 1987.

MORTGAGE constituted by Angel Mario López in guaranty of a promissory note signed under affidavit number 391, over this farm and another farm in favor of *Banco Obrero de Ahorro y Préstamo de Puerto Rico* (Labor Loan and Savings Bank of Puerto Rico), over this farm and another, in the amount of \$6,500.00 with interest at 9 1/4 percent per annum; payable upon presentation. This farm represents the amount of \$700.00. This pursuant to deed number 5, granted in San Juan, Puerto Rico, on December 29,

1977, before the notary Raúl Rodríguez Santiago. Fourth recording on page 130 of book 230 of Yauco.

For the property identified as "B"

Due to its provenience: Free.

By itself: MORTGAGE constituted by Angel Mario López in guaranty of the promissory note signed in favor of the United States of America, acting through Farmers Home Administration, over this farm and another one in the amount of \$73,500.00 with interest at 5 percent per annum; maturing in 40 years. The farm is assessed in the amount of \$73,500.00. Pursuant to deed number 45, granted in Yauco, on August 11, 1977, before the notary Domingo A. Vivaldi Fermoso. Third recording on page 134 of book 230 of Yauco.

[Initials]

This mortgage was re-amortized and modified with a balance of \$96,477.47 and interest at 5 percent; it shall mature on November 19, 2016. Pursuant to deed number 133, granted in Yauco, on November 19, 1986, before the notary Xavier Torres Villa. Noted in the margin of page 134 of book 230 of Yauco, dated January 7<sup>t</sup>, 1987.

[Seals]

MORTGAGE constituted by Angel Mario López in guaranty of a promissory note signed under affidavit number 391, over this farm and another farm in favor of *Banco Obrero de Ahorro y Préstamo de Puerto Rico* (Labor Loan and Savings Bank of Puerto Rico), over this farm and another, in the amount of \$6,500.00 with interest at 9 1/4 percent per annum; payable upon presentation. This farm represents the amount of \$5,800.00. This pursuant to deed number 5, granted in San Juan, Puerto Rico, on December 29,1977, before the notary Raúl Rodríguez Santiago. Fourth recording on page 135 of book 230 of Yauco.

The mortgage was re-amortized and modified in the amount of \$73,530.00, giving rise to the third recording with a balance owed of \$96,477.47 of principal plus interest in the amount of \$17,651.64, for a total of \$114,129.11, with interest at 5 percent per annum; it shall be payable as follows: \$80.00 on or before January 1 the first 5 years and thereafter

\$10,921.00 shall be paid the remining 19 years. The payments shall be made on January 1 of each year and by deed number 17, granted in Yauco, Puerto Rico, on February 26, 1993, before the notary Oscar Castellón Pérez. Sixth recording on page 137 of book 230 of Yauco.

The sixth inscription is repeated on page 141 of book 379 of Yauco.

MORTGAGE constituted by Angel Mario López in guaranty of a promissory note signed in favor of the United States of America, acting through Farmers Home Administration, over this farm and another in the amount of \$8,000.00, with interest at 4 ½ percent per annum; maturing in 2 years. The farm is assessed at \$8,000.00. Pursuant to deed number 8, granted in Yauco, Puerto Rico, on February 13, 1990, before the notary Oscar Castellón Pérez, clarified. Fifth recording on page 136 of book 230 of Yauco.

[Initials]

in favor of the United States of America, acting through Farmers Home Administration, over this farm and another in the amount of \$9,000.00, with interest at 3.75 percent per annum; maturing in 10 years. The farm is assessed at 90% of said mortgage. Pursuant to deed number 73, granted in Yauco, Puerto Rico, on April 25, 1995, before notary Oscar Castellón Pérez. Seventh recording on page 143 of book 379 of Yauco.

MORTGAGE constituted by Angel Mario López in guaranty of a promissory note signed

[Seals]

THIRD: The Title Studies were ordered by the appearing parties at the notary's suggestion and prepared by MS. RITA MARIA ORTIZ RODRIGUEZ, dated April 11, 2002, for the property identified as "A" and dated on April 2, 2002, for the property identified as "B." I, the notary explained to the appearing parties the content and the legal consequences of same, and they repeat that they have been advised and are in agreement upon this granting. Furthermore, the appearing parties

accept notice and the expenses of presentation and registration at the Registry, of the aforementioned real estate property and do release the notary of civil and notarial responsibility related to the title study, presentation and recording, which shall be the responsibility of the party with interest in the real estate property at the Property Registry.

FOURTH: The appearing party continues to state that, in order to re-amortize the mortgage debt with the Farmers Home Administration, previously, today FARM SERVICE AGENCY, he did request and obtain the consent of the Mortgagee, United States of America, acting through the Administrator of Farmers Home Administration, previously, today FARM SERVICE AGENCY, in accordance with the Law of Congress law "Consolidated Farmers Home Administration Act of 1961", and the approved regulation to that effect, to re-amortize the mortgage debts.

[Initials]

FIFTH: The mortgagor does state that they have personal knowledge of each and every one of the obligations, clauses and stipulations contained or mentioned in the Mortgage deeds, and through this act does clearly, solemnly, and fully agree to comply with each of the obligations, clauses and stipulations required by the Farmers Home Administration, previously, today FARM SERVICE AGENCY.

[Seals]

# REAMORTIZATION AND MODIFICATION OF PROMISSORY NOTE AND MORTGAGE PAYMENT

SIXTH: The Mortgagee, MR. CARLOS RAMIREZ, in his capacity, states that as the Mortgagor, Mr. Angel Mario López Padro, has been accepted to receive the benefits of the Law of Congress titled "Consolidated Farmers Home Administration Act of 1961," as amended, an agreement has been entered into to re-amortize and modify the payment structure of the installments recorded on the Promissory Notes and the

Mortgages constituted through the deeds described below; as follows:

A) Deed number 45, granted in Yauco, Puerto Rico, on August 11 of 1977, before the Notary Public Domingo A. Vivaldi:

"The amount of this Promissory Note and the Mortgage that guarantees it has been extended and re-amortized on November Twenty-One (21), two thousand two (2002), with a balance owed of *ONE HUNDRED FOURTEEN THOUSAND SIXTY-EIGHT DOLLARS AND SEVENTEEN CENTS (\$114,068.17)* of Principal and *FIFTY-FIVE THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS AND SEVENTY-THREE CENTS (\$55,252.73)* 

[Initials] of interest, for a total of ONE HUNDRED SIXTY-NINE THOUSAND THREE HUNDRED

[Seals]

TWENTY DOLLARS AND NINETY CENTS (\$169,320.90), which shall accrue interest at a rate of FIVE PERCENT (5.00%) per annum, and due to having been given a deferral of FIVE (5) years, shall be paid as follows: ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) on or before January one (1), two thousand three (2003), EIGHT THOUSAND NINE HUNDRED FORTY DOLLARS (\$8,940.00) on or before on January one (1), two thousand four (2004), until January one (1), two thousand seven (2007); TWENTY-TWO THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$22,560.00) on January one (1), two thousand eight (2008), and subsequently each January one (1) of each year, except that the

B) Deed number 73, granted in Yauco, Puerto Rico, on April 25, 1995, before the Notary Public Oscar Castellón Pérez:

final payment on the debt evidenced herein shall be made on or before November twenty-

one (21), two thousand sixteen (2016).

"The amount of this Promissory Note and the Mortgage that guarantees it has been extended and re-amortized on November Twenty-One (21), two thousand two (2002), with a balance owed of *NINE THOUSAND* 

NINE HUNDRED FIFTEEN DOLLARS AND TWENTY CENTS (\$9,915.20) of principal and TWO THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS AND FOURTEEN CENTS (\$2,644.14) of interest, for a total of TWELVE THOUSAND FIVE HUNDRED FIFTY-NINE DOLLARS AND THIRTY-FOUR CENTS (\$12,559.34), which shall accrue interest at a rate of THREE POINT SEVENTY FIVE PERCENT (3.75%) per annum, and due to having been given a deferral of FIVE (5) years, shall be paid as follows: ZERO DOLLARS (\$0.00) on or before January one (1), two thousand three (2003), until January one (1), two thousand seven (2007); ONE THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS (\$1,765.00) on January one (1), two thousand eight (2008), and subsequently each January one (1) of each year, except that the final payment on the debt evidenced herein shall be made on or before November twenty-one (21), two thousand seventeen (2017).

[Initials]

[Seals]

C) Deed number 8, granted in Yauco, Puerto Rico, on February 13, 1990, before the Notary Public Oscar Castellón Pérez:

"The amount of this Promissory Note and the Mortgage that guarantees it has been extended and re-amortized on November Twenty-One (21), two thousand two (2002), with a balance owed of TWO THOUSAND FIFTY-THREE DOLLARS AND FORTY-TWO CENTS (\$2,053.42) of Principal and SIX HUNDRED SIXTY-FIVE DOLLARS AND EIGHTY-TWO CENTS (\$665.82) of interest, for a total of TWO THOUSAND SEVEN HUNDRED NINETEEN DOLLARS AND TWENTY-FOUR CENTS (\$2,719.24), which shall accrue interest at a rate of THREE POINT SEVENTY-FIVE PERCENT (3.75%) per annum, and due to having been given a deferral of FIVE (5) years, shall be paid as follows: ZERO DOLLARS (\$0.00) on or before January one (1),

two thousand three (2003), until January one (1), two thousand seven (2007); *TWO HUNDRED SEVEN DOLLARS* (\$207.00) on January one (1), two thousand eight (2008), and subsequently each January one (1) of each year, except that the final payment on the debt evidenced herein shall be made on or before November twenty-one (21), two thousand two thousand twenty-nine (2029).

SEVENTH: The Mortgagee, MR. CARLOS RAMIREZ, in his capacity, delivers to me, the Notary, the promissory notes guaranteed by the aforementioned mortgages. He assures me that they have not been negotiated or encumbered in any way by their current holder and owner, the United States of America, and once identified by me, the Notary, confirming that these are the same Promissory Notes, I do proceed to affix to the backs of same the following note:

A) The amount of this Promissory Note and the Mortgage that guarantees it has been

[Initials]

[Seals]

extended and re-amortized on November Twenty-One (21), two thousand two (2002), with a balance owed of ONE HUNDRED FOURTEEN THOUSAND SIXTY-EIGHT DOLLARS AND SEVENTEEN CENTS (\$114,068.17) of Principal and FIFTY-FIVE THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS AND SEVENTY-THREE CENTS (\$55,252.73) of interest, for a total of ONE HUNDRED SIXTY-NINE THOUSAND THREE HUNDRED TWENTY DOLLARS AND NINETY CENTS (\$169,320.90), which shall accrue interest at a rate of FIVE PERCENT (5.00%) per annum, and due to having been given a deferral of FIVE (5) years, shall be paid as follows: ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) on or before January one (1), two thousand three (2003), EIGHT THOUSAND NINE HUNDRED FORTY DOLLARS (\$8,940.00) on or before on January one (1), two thousand four (2004), until January one (1), two thousand seven (2007); TWENTY-TWO THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$22,560.00) on January one (1), two thousand eight (2008), and subsequently each January one (1) of each year, except that the final payment on the debt evidenced herein shall be made on or before November twentyone (21), two thousand sixteen (2016), pursuant to Deed number Ninety (90) dated November twenty-one (21), two thousand two (2002), before the notary Oscar Castellón Pérez.

I DO ATTEST AND CERTIFY. In Yauco, Puerto Rico, today, November twenty-one (21), two thousand two (2002). (Signed, stamped, initialed, and sealed) ATTY. OSCAR CASTELLON PEREZ, NOTARY PUBLIC."

B) "The amount of this Promissory Note and the Mortgage that guarantees it has been extended and re-amortized on November Twenty-One (21), two thousand two (2002), with a balance owed of NINE THOUSAND NINE HUNDRED FIFTEEN DOLLARS AND TWENTY CENTS (\$9,915.20) of principal and TWO THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS AND FOURTEEN CENTS (\$2,644.14) of interest, for a total of TWELVE THOUSAND FIVE HUNDRED FIFTY-NINE DOLLARS AND THIRTY-FOUR CENTS (\$12,559.34), which shall accrue interest at a rate of THREE POINT SEVENTY FIVE PERCENT (3.75%) per annum, and due to having been given a deferral of FIVE (5) years, shall be paid as follows: ZERO DOLLARS (\$0.00) on or before January one (1), two thousand three (2003), until January one (1), two thousand seven (2007); ONE THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS (\$1,765.00) on January one (1), two thousand eight (2008), and subsequently each January one (1) of each year, except that the final payment on the debt evidenced herein shall be made on or before November twenty-one (21), two thousand seventeen (2017), pursuant to Deed number Ninety (90) dated November twenty-one (21), two thousand two (2002), before the notary Oscar Castellón Pérez.

[Initials]

I DO ATTEST AND CERTIFY. In Yauco, Puerto Rico, today, November twenty-one (21), two thousand two (2002). (Signed, stamped, initialed, and sealed) ATTY. OSCAR CASTELLON PEREZ, NOTARY PUBLIC."

[Seals]

C) "The amount of this Promissory Note and the Mortgage that guarantees it has been extended and re-amortized on November Twenty-One (21), two thousand two (2002), with a balance owed of TWO THOUSAND FIFTY-THREE DOLLARS AND FORTY-TWO CENTS (\$2,053.42) of Principal and SIX HUNDRED SIXTY-FIVE DOLLARS AND EIGHTY-TWO CENTS (\$665.82) of interest, for a total of TWO THOUSAND SEVEN HUNDRED NINETEEN DOLLARS AND TWENTY-FOUR CENTS (\$2,719.24), which shall accrue interest at a rate of THREE POINT SEVENTY-FIVE PERCENT (3.75%) per annum, and due to having been given a deferral of FIVE (5) years, shall be paid as follows: ZERO DOLLARS (\$0.00) on or before January one (1),

two thousand three (2003), until January one (1), two thousand seven (2007); *TWO HUNDRED SEVEN DOLLARS* (\$207.00) on January one (1), two thousand eight (2008), and subsequently each January one (1) of each year, except that the final payment on the debt evidenced herein shall be made on or before November twenty-one (21), two thousand two thousand twenty-nine (2029), pursuant to Deed number Ninety (90) dated November twenty-one (21), two thousand two (2002), before the notary Oscar Castellón Pérez.

I DO ATTEST AND CERTIFY. In Yauco, Puerto Rico, today, November twenty-one (21), two thousand two (2002). (Signed, stamped, initialed, and sealed) ATTY. OSCAR CASTELLON PEREZ, NOTARY PUBLIC."

[Initials]

[Seals] Once the note is placed and signed, I return them to the Mortgagee, MR. CARLOS RAMIREZ, in his capacity.

## SPECIAL WARNINGS

EIGHTH: I, the notary, made to the appearing parties all pertinent legal warnings. I specifically advised them:

- A. That if the real estate object if this transaction is in a flood zone, any current and future owner and/or occupant shall be required by law to observe and comply with the requirements and provisions of the Flood Zone Regulations, being warned that lack of compliance with same would result in an illegal act, in accordance with the provisions of the Flood Zone Law. The appearing parties acknowledge and obligate themselves to fully comply in the event that this applies to them.
- B. Regarding the obligation of the Purchasing party to transfer all property contributions in his name at the Municipal Tax Collection Center (CRIM, Spanish acronym) and

for the term established to request an exemption from same if he qualifies, according to the law.

NINENTH: The Mortgagor obligates himself to sign all public, private and administrative documents necessary and useful or as requested by the Mortgagee, for the purpose of compliance and registration of the business herein recorded, whose deliberate intention is the re-amortization and modification of the mortgage loans previously granted, in a broad sense.

## ACCEPTANCE AND WARNINGS

[Stamp]

The appearing parties accept this deed as it has been drafted according to their [Initials] instructions, after I, THE NOTARY, have made all legal warnings pertinent to this type of granting.

[Seals]

#### READING AND GRANTING

So, they state and grant before me.

THE NOTARY DID READ this deed to the appearing parties out loud and without interruption of any kind, and the appearing parties do hereby ratify all its contents, after I advised him of his right to read it himself and request the presence of witnesses, which rights they did waive. They proceed to affix their initials to the left margin to each page of this deed and to sign their full names at its end. TO ALL THAT IS CONTAINED HEREIN, I, THE NOTARY, DO ATTEST AND CERTIFY.

[Signatures]

This is a true and exact copy of the original that is filed in the protocol of public instruments of the Authorizing Notary. Initials are affixed to each and every page and each of the appearing parties sign their full name on the last page. Contains 12 pages. The Internal Revenue Seals and notarial tax seals are affixed and cancelled. I issue this [Illegible] copy to an interested party today, Feb. 13, 2007. To all that I sign, stamp, initial and seal, I DO ATTEST.

[Signature]
Oscar Castillón Pérez

[Seal]

Only in order to procure the registration information, as this deed has been confiscated according to the law, the following note is attached:

Book 457 - Yauco Page 70 and 72 Farm - #7,700 and #7,701 7th and 8th Recordings

Ponce on December 4, 2002.

[Signature]
Registrar
2.21.07

"The amount of this Promissory Note and the Mortgage that guarantees it, re-amortized on February twenty-six, nineteen ninety-three, gives a balance owed of ONE HUNDRED FOURTEEN THOUSAND ONE HUNDRED TWENTY-NINE DOLLARS AND ELEVEN CENTS (\$114,129.11) with interest at a rate of five percent (5%) per annum and which shall be paid as follows: EIGHTY DOLLARS (\$80.00) on or before January one of the first five (5) years and then TEN THOUSAND NINE HUNDRED TWENTY-ONE DOLLARS (\$10,921.00) for the remaining nineteen years (19). The payments shall be made on January one of each year for the next twenty-four years, pursuant to Deed Number SEVENTEEN (17), before Oscar Castellón Pérez.

I DO ATTEST.

In Yauco, Puerto Rico, on February 26, 1993.

[Signature]

ATTY. OSCAR CASTELLON PEREZ

NOTARY PUBLIC

[Stamps]

"The amount of this Promissory Note and the Mortgage that guarantees it, re-amortized on November nineteen (19) of nineteen eighty-six (1986), gives a balance owed of NINETY-SIX THOUSAND FOUR HUNDRED SEVENTY-SEVEN DOLLARS AND FORTY-SEVEN CENTS (\$96,477.47) with interest at a rate of Five (5%) percent per annum, and which shall be paid as follows: ONE HUNDRED DOLLARS (\$100.00) on or before January one, nineteen eighty-seven (1987), and SIX THOUSAND TWO HUNDRED NINETY-THREE DOLLARS (\$6,923.00) on or before each subsequent January one, except that the final payment on the debt herein assumed shall be made on or before November nineteen (19), two thousand sixteen (2016), pursuant to Deed Number One Hundred Thirty-Three (133), dated November nineteen (19), nineteen eighty-six (1986), before XAVIER R. TORRES VILLA.

I DO ATTEST."

In Yauco, Puerto Rico, November 19, 1986.

[Seal]

[Signature]
XAVIER R TORRES VILLA
Public Notary

## **ADDENDUM**

The amount of this promissory note and the mortgage that guarantees it has been extended and re-amortized as of November twenty-one (21), two thousand two (2002), giving a balance owed of *NINE THOUSAND NINE HUNDRED FIFTEEN DOLLARS AND TWENTY CENTS* (\$9,915.20) of principal, and *TWO THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS AND FOURTEEN CENTS* (\$2,644.14) of interest, for a total of *TWELVE THOUSAND FIVE HUNDRED FIFTY-NINE DOLLARS AND THIRTY-FOUR CENTS* (\$12,559.34), which shall accrue interest at a rate of *THREE POINT SEVENTY-FIVE PERCENT* (3.75%) per annum and, due to a FIVE (5) year deferment being granted, shall be paid as follows: *ZERO DOLLARS* (\$0.00) on or before January one (1), two thousand three (2003), until January one (1), two thousand seven (2007); *ONE THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS* (\$1,765,00) on January one (1), two thousand eight (2008), and subsequently on January one (1) of each year, except that the final installment on the debt herein evidenced shall be made on or before November twenty-one (21), two thousand seventeen (2017), pursuant to Deed Number ——NINETY (90) ———— dated November Twenty-One (21), two thousand two (2002).

I DO ATTEST AND CERTIFY. In Yauco, Puerto Rico, on November Twenty-One (21), two thousand two (2002).

[Signature]
OSCAR CASTELLON PEREZ
PUBLIC NOTARY

[Illegible seal]

# 

USDA-FmHA Form EmHA 1940-17			KIND OF LOAN  Type: EM   Regular		
(? ev. 4-92) PROMISS	Pursuant to:	☐ Regular ☐ Limited Resource			
Name			Consolidated Farm &	Rural Development Act	
ANGEL M. LOPEZ PADRO			Emergency Agricultur	ral Credit Adjustment	
State The Horizon Tribito	County		ACTION REQUIRING	NOTE	
PUERTO RICO	YAUCO		☐ Initial loan		
Case No.	Date		xx Subsequent Ioan	☐ Reamortization	
63-16-582723982	APRIL 25, 1	.995	Consolidated & subsequent loan	<ul><li>☐ Credit sale</li><li>☐ Deferred payments</li></ul>	
Fund Code	Loan No.		☐ Consolidation	Debt write down	
4 3	05		Conservation casement		
(herein called the "Government"), or its	r at such other place a	s the Government n	nay later designate in writi		
TEN THOUSAND				dollars	
(\$ 10,000.00)	And the same and the same and the same	), plus interes	on the unpaid principal	balance at the RATE of	
THREE POINT SEVENTY F	`IVE	p	percent (3.75		
	. was one care that the state and the west the	• • • • • • • • • • • • • • • • • • • •	dollars (\$	)	
of Noncapitalized interest. If this no Government may CHANGE THE RA tration, not more often than quarter rower's last known address. The new Home Administration for the type of I  Principal and interest shall be pairate of interest, on or before the follow	te is for a Limited F. TE OF INTEREST, ly, by giving the Bor interest rate shall not oan indicated above d in	Resource loan (ind in accordance wind rower thirty (30) exceed the highes	icated in the "Kind of I th regulations of the Far days prior written notic t rate established in regu	Loan" box above) the rmers Home Administe by mail to the Borlations of the Farmers	
<b>5</b> 258	_on <u>1-1-96</u>	. •		on.	
5				on;	
5					
5					
5					
\$and \$1218	_ on	.; <b>\$</b>	-96 of analy Ve	on;	
	filticalt	CI UII	OI EUCII	dillilli	
principal and interest are fully paid e paid, shall be due and payable1 as provided below. The consideration payments.	O years from for this note shall	n the date of this r also support any	note, and except that pre agreement modifying the	payments may be made e foregoing schedule of	

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, to be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it. Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	\$	o7 <sub>0</sub>	, 19		, 19
	S	970	, 19		, 19
	S	970	, 19		, 19
	\$	970	, 19		, 19
	\$	%	, 19		, 19
	\$	%0	, 19		, 19
	S	70	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a non-program loan.

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

**DEFAULT:** Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

(SEAL)

Presentment, protest, and notice are waived.

(SEAL)

(SEAL)

### RECORD OF ADVANCES

AMOUNT.	DATE	AMOUNT	DATE	AMOUNT	DATE
\$ 10,000.00	04-25-95	S		\$	
S		S		\$	
\$		S		S	
\$		S		S	

\*U.S. Government Printing Office: 1994 — 555-046/80025

TOTAL

\$ 10,000.00

#### ADDENDUM

El importe de este Pagaré y la Hipoteca que lo garantiza ha sido ampliado y reamortizado al Veintiuno (21) de noviembre del año dos mil dos (2002), dio un saldo deudor montante a NUEVE MIL NOVECIENTOS QUINCE DOLARES CON VEINTE CENTAVOS (\$9,915.20) de Principal, y DOS MIL SEISCIENTOS CUARENTA Y CUATRO DOLARES CON CATORCE CENTAVOS (\$2,644.14) de intereses, para un total de DOCE MIL QUINIENTOS CINCUENTA Y NUEVE DOLARES CON TREINTA Y CUATRO CENTAVOS (\$12,559.34), que devengará intereses razón de un TRES PUNTO SETENTA Y CINCO PORCIENTO (3.75%) anual y por habersele dado un diferimiento de CINCO (5) años, habrá de ser pagada en la siguiente forma: CERO DOLARES (\$0.00) en o antes del uno (1) de enero del año dos mil tres (2003) hasta el uno (1) de enero del año dos mil siete (2007); MIL SETECIENTOS SESENTA Y CINCO DOLARES (\$1,765.00) el uno (1) de enero del año dos mil ocho (2008) y subsiguientemente en el uno (1) de enero de cada año, excepto que el plazo final de la deuda aquí evidenciada, se hará en o antes del veintiuno (21) de noviembre del año dos mil diez y siete (2017), según consta de la Escritura ---NOVENTA (90)---- del día Veintiuno (21)de número noviembre del año dos mil dos (2002).

DOY FE Y CERTIFICO. En Yauco, Puerto Rico, hoy Veintiuno (21) de noviembre del año dos mil dos (2002).

OSCAR CASTELLON PEREZ
NOTARIO PUBLICO

a sida o germania del

orma FmHA 1927-1(S) PR Rev. 6-93)	1
·	NUMBER SETENTA Y TRES (73) SEVENTY THREE (73)
*	
	En In Yauco, Puerto Rico, a veinticinco (25) Yauco Puerto Rico, at April twenty five (25)-
	de abril de mil novecientos noventa y cinco (1995). nineteen hundred and ninety five (1995)
	BEFORE ME
	ACAN GLOTHILON PERM
	OSCAR CASTELLON PEREZ
n.	Abogado y Notario Público de la Isla de Puerto Rico con residencia en Attorney and Notary Public for the Island of Puerto Rico, with residence in Yauco-
	y oficina en Yauco, Puerto Rico  Puerto Rico and office in
•	COMPARECENAPPEAR
w.	Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina- The persons named in paragraph TWELFTH of this mortgage-
	dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales hereinafter called the "mortgagor" and whose personal circumstances————————————————————————————————————
	aparecen de dicho párrafo.————————————————————————————————————
	Doy fe del conocimiento personal de los comparecientes, así como por sus dichos 1, the Notary, attest to the personal knowledge of the appearing parties, as well as to their—
STATE A	de su edad, estado civil, profesión y vecindad
	craseguran hallarse en el pleno goce de sus derechos civiles, la libre administración solvey assure me that they are in full enjoyment of their civil rights, and the free administration
	the sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga- ti their property, and they have, in my judgment, the necessary legal capacity to grant this—
	Spliento. ————————————————————————————————————
	EXPONEN
231	WITNESSETH:
	PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el FIRST: That the mortgagor is the owner of the farm or farms described in
150	párrafo UNDECIMO así como de todos los derechos e intereses en las mismas,
AMENT	denormenta de aquí en adelante "los bienes"
	SECUNIO: Que los bienes aquí hipotecados están afectos a los gravámenes que SECOND: Tas the property mortgaged herein is subject to the liens
	Despecifican en el pártafo UNDECIMO
No. of the last of	TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de Thire. That the mortgagor has become obligated to the United States———————————————————————————————————
	América, actuando por conducto de la Administración de Hogares de Agriculto- of America, acting through the Farmers Home Administration,————————————————————————————————————
	res, denominado de aquí en adelante el "acreedor hipotecario", en relación con hereinafter called the "mortgagee" in connection with

un préstamo o prestamos evidenciado por uno o más pagarés o convenio de sub-a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)----rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por hereinafter called "the note" whether one or more. It is required by----el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de the Government that additional monthly payments of one-twelfth of the----las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se taxes, assessments, insurance premiums and other charges----hayan estimado sobre la propiedad hipotecada.---estimated against the property .-CUARTO: Se sobreentiende que:-----FOURTH: It is understood that:-----(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la (One) The note evidences a loan or loans to the mortgagor in the----suma de principal especificada en el mismo, concedido con el propósito y la intenprincipal amount specified therein made with the purpose and intentionción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y that the mortgagee, at any time, may assign the note and asegurar su pago de conformidad con'el Acta de mil novecientos sesenta y uno insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-Oneconsolidando la Administración de Hogares de Agricultores o el Título Quinto de consolidating the Farmers Home Administration or Title Five ofla Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmendathe Housing Act of Nineteen Hundred and Forty-Nine, as amended .--ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may be assigned from time to time and each holder of the insured note, in turn, (Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-(Three) When payment of the note is insured by the mortgagee, the----dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along------el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-with the note an insurance endorsement insuring the payment of the note fully as to principal tereses de dicho pagaré.----(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the mortgagec, --hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the mortgagee by agreement with the insured lender----determinação en el endoso de seguro la porción del pago de intereses del pagaré set forto in the insurance endorsement will be entitled to a specified portion of the interest payque será designada como "cargo anual".-----(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-(Five) A condition of the insurance of payment of the note will be that the holder----dor cederá todos sus derechos y remedios contra el deudor hipotecario y cualeswill forego his rights and remedies against the mortgagor and any-



Forma FmHA 427-1(S) PR (Rev. 10-82)

quiera otros en relación con dicho préstamo así como también a los beneficios others in connection with said loan, as well as any benefitde esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the del 'acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de mortgagee's request will assign the note to the mortgagee should the mortgagor———— violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en violate any covenant or agreement contained herein, in the note, or anycualquier convenio suplementario por parte del deudor.-supplementary agreement. (Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo (Six) It is the purpose and intent of this mortgage that, among other things,tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en at all times when the note is held by the mortgagee, or in the event the----que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgagee should assign this mortgage without insurance of the note, this mortgagegarantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-shall secure payment of the note; but when the note is held by an insured----mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte lender, this mortgage shall not secure payment of the note or attach tode la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, the debt evidenced thereby, but as to the note and such debt-----constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to secure the mortgagee----contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-against loss under its insurance endorsement by reason of any default-----QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré FIFTH: That, in consideration of said loan and (a) at all times when the note-----

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del nould assign this mortgage without insurance of the payment of the note, in guarantee of the

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-

is held by the mortgagee, or in the event the mortgagee-

no con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho con sus interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y note and any renewals and extensions thereof and any agreements contained therein,———

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí of the amounts specified in subparagraph 9Two of paragraph NINTH hereof.

Consignado para garantizar el cumplimiento del convenio del deudor hipotecario del cumplimiento del convenio del deudor hipotecario del cumplimiento del convenio del deudor hipotecario del convenio del con

do intermizar y conservar libre al acreedor hipotecario contra pérdidas bajo el enhereiros indemnify and save harmless the mortgagee against loss under its------

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualinsurarce endorsements by reason of any default by the mortgagor, and (c) in any-----

nicaso y en todo tiempo en garantía de las sumas adicionales consignadas en el

subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el subparagraph (Three) of paragraph NINTH hereof, and to secure the--cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí performance of every covenant and agreement of the mortgagorcontenidos o en cualquier otro convenio suplementario, el deudor hipotecario por contained herein or in any supplementary agreement, the mortgagorla presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre hereby constitutes a voluntary mortgage in favor of the mortgagee onlos bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los the property described in paragraph ELEVENTH hereof, together with all rights,derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests easements, hereditaments and appurtenances thereto belonging, 3 los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e ingreso de los mismos, toda mejora o propiedad personal en el presente o que en income therefrom, all improvements and personal property now orel futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, later attached thereto or reasonably necessary to the use thereof,sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a all water, water rights and shares in the same pertaining tolas fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario the farms and all payments at any time owing to the mortgagor-----total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre partial condemnation of or injury to any part thereof or interestellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta thereia, it being understood that this lien will continue in full force and effect until que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y all amounts as specified in paragraph NINTH hereof, with interest before and después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. after maturity until paid, have been paid in full. En caso de ejecución, los bienes responderán del pago del principal, los intereses In case of foreclosure, the property will be answerable for the payment of the principal, interest antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acrec thereon before and after maturity until paid, losses sustained by thedor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual mortgagee as insurer of the note, taxes, insurance premiums, andquier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor other disbursements and advances by the mortgagee for the mortgagor's accounthipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, with interest until repaid to the mortgagee, costs, expenses andgastos y honorarios de abogado del acreedor hipotecario, toda extensión o renoattorney's fees of the mortgagee all extensions and renewals of any of ...... vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma said obligations, with interest on all and all other charges and additionaladicional especificada en el párrafo NOVENO de este documento.--amounts as specified in paragraph NINTH hereof .--SEXTO: El deudor hipotecario expresamente conviene lo siguiente:----SIXTH: That the mortgagor specifically agrees as follows:-(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda (One) To pay promptly when due any indebtedness-----



Forma FmHA 1927-1(S) PR (Rev. 6-93)

aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any
bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.  loss under its insurance of payment of the note by reason of any default by the mortgagor.———
En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el At all times when the note is heldby an insured lender, the
deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor mortgagor shall continue to make payments on the note to the mortgagee,——————————————————————————————————
hipotecario como agente cobrador del tenedor del mismo.————————————————————————————————————
(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación (Two) To pay to the Mortgagee any initial fees for inspection and appraisal———————————————————————————————————
y cualquier cargo por delincuencia requerido en el presente o en el futuro por los : and any deliquency charges, now or hereafter required by————————————————————————————————————
reglamentos de la Administración de Hogares de Agricultores.————————————————————————————————————
(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu- (Three) At all times when the note is held by an insured lender,————————————————————————————————————
rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos any amount due and unpaid under the terms of the note, less———————————————————————————————————
la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor the amount of the annual charge, may be paid by the mortgagee to the holder————————
del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido of the note to the extent provided in the insurance endorsement———————————————————————————————————
en el párrafo CUARTO anterior por cuenta del deudor hipotecario.————————————————————————————————————
Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído Any amount due and unpaid under the terms of the note, whether it is held—————————
por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada by the mortgagee or by an insured lender, may be credite———————————————————————————————————
por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto by the mortgagee on the note and thereupon shall constitute an advance————————————————————————————————————
por el acreedor hipotecario por cuenta del deudor hipotecario.———————by the mortgagee for the account of the mortgagor.————————————————————————————————————
Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-
párrafo devengará intereses a razón del TRES PUNTO SETENTA Y subparagraph shall bear interest at the rate of
CINCO por ciento ( 3.75 °/o)
anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor per annum from the date on which the amount of the advance was due to the date of payment
Dipoterario lo satisfaga
to the mongagee.
RODE TELETE O no el pagaré asegurado por el acreedor hipotecario, cualquier (Four) Whether or not the note is insured by the mengagee, any
o codo attelanto hecho por el acreedor nipotecario para prima de seguro, repa-



dos o para contribuciones o impuestos il otro gasto similar por razón de haber

or for taxes or assessments or other similar charges by reason of the----

gravamenes u otra reclamación en protección de los bienes hipotecather claims, for the protection of the mortgaged property,

el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón mortgagor's failure to pay the same, shall bear interest at the ratedel tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos stated in the next preceding subparagraph from the date of the advance---hasta que los mismos sean satisfechos por el deudor hipotecario. ----until repaid to the mortgagee .----(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-(Five) All advances made by mortgagee as described in this mortgage, --teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipowith interest, shall be immediately due and payable by the mortgagortecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio to mortgagee without demand at the-hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación by mortgagee shall relieve the mortgagor from breach of his covenantdel convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los to pay. Such advances, with interest shall be repaid from the----pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier payment made by mortgagor may be applied on the note or anyotra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor indebtedness to mortgagee secured hereby, in any order mortgageehipotecario determinare.—————— (Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para (Six) To use the loan evidenced by the note solelylos propósitos autorizados por el acreedor hipotecario.—————— for purposes authorized by mortgagee.-(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-(Seven) To pay when due all taxes, special assessments, liens--menes y cargas que graven los bienes o los derechos o intereses del deudor hipoand charges encumbering the property or the right or interest of mortgageetecario bajo los términos de esta hipoteca.----under the terms of this mortgage .-(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-(Eight) To procure and maintain insurance against fire and other hazards as required -ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bieby mortgagee on all existing buildings and improvements on the pro----nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y perty and on any buildings and improvements put there on in the future. The insurance against otros riesgos serán en la forma y por las cantidades, términos y condiciones que fire and other hazards will be in the form and amount and on terms and conditions----aprobare el acreedor hipótecario. ----approved by mortgagec .---(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las (Nine) To keep the property in good condition and promptly make all- ----reparaciones necesarias para la conservación de los bienes; no cometerá ni pernecessary repairs for the conscivation of the property; he will not commit nor ...--mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá permit to be committed any deterioration of the property; he will not remove nor demolish



Forma FmHA 1927-1(S) PR ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca, any building or improvement on the property; nor will be cut or remove wood from the farm minerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagee, and will promptly carry out-en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación to time. Mortgagor shall comply with such farm conservation practicesde suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgagee from time totiempo pueda prescribir.----time may prescribe.-(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-tean) If this mortgage is given for a loan to a farm owner as identified-------REGISTR ,jn LA PROPI nipolecatio personalmente operará los bienes por sí y por medio de su familia como vill priocelly operate the property with his own and his family labor as a farm and for no other hipoteen ZEC. II DE que el acreedor hipotecario consienta por escrito en otro método de operaseless mortgagee agrees in writing to any other method of operationción o al arrendamiento. (Once) Someterá en la forma y manera que el acreedor hipotecario requiera la (Eleven) To submit in the form and manner mortgagee may require,información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the----la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos pperation of the property, and to comply with all laws, ordinances, and regulationsque afecten los bicnes o su uso.----afflecting the property or its use .-(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times——— derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or nototorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-the security given is being lessened or impaired, and if such inspection or examination shall---minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo merdisclose, in the judgment of mortgagee, that the security given is being lessenedmada o deteriorada, tal condición se considerará como una violación por parte del or impaired, such condition shall be deemed a breach by thedeudor hipotecario de los convenios de esta hipoteca.-mortgagor of the covenants of this mortgage .-(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión (Thirteen) If any other person interferes with or contests the right of possession-

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,

of the mortgagor to the property, the mortgagor will immediately notify-

mortgagee of such action, and mortgagee at its option-

podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus may institute the necessary proceedings in defense of its dor hipotecario, el acreedor hipotecario es por la presente autorizado y con podemortgagee is hereby authorized and empowered-sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los the rents, benefits, and income from the same and apply them first to the----gastos de cobro y administración y en segundo término al pago de la deuda eviden-costs of collection and administration and secondly to the payment of the debt evidenced-----ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible source, cooperative or private, at a tipo de interés y términos razonables para préstamos por tiempo y propósitos rate of interest and reasonable periods of time and purposes,----similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará mortgagor, at mortgagee's request will apply for and accept-----y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones necesaid loan in sufficient amount to pay the note and any other indebtedness secured hereby and to sarias en la agencia cooperativa en relación con dicho préstamo. — — — purchase any necessary shares of stock in the cooperative agency in regard to said loan. — — — — (Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas (Sixteen) Should default occur in the performance or discharge of any obligation secured----con cualquier clausula, condición, estipulación o convenio o acuerdo aquí contenido with any clause, condition, stipulation, covenant, or agreement contained herein, o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado or in any supplementary agreement, or die or be declared an incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acres incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of-----



Forma FmHA 1927-1(S) PR (Rev. 6-93)

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to-----

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)-----

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as ----

REGISTIO comprises en esta hipoteca, incluyendo las contribuciones, impuestos, prima de LA PROPI Dagreed in this mortgage, including taxes, assessments, insurance premium,

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and the mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

de solicitar la protección de la ley.—— request the protection of the law.——————

Chyendo los gastos de mensura, evidencia de título, costas, inscripción y hono-

arios de abogado.——

Dicciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y Eighteen) Without in any manner affecting the right of the mortgagee to require and

hacer cumplir en una fecha subsiguiente a les mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement

obligationes aquí contenidos o similares u otros convenios, y sin afectar la responobligation herein set forth, and without affecting the liability------

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del recured hereby, and without affecting the lien created upon said property or the priority of

gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereb y authorized and empowered at----

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obliany time (one) waive the performance of any covenant or obligation



negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier deal in any way with mortgagor or grant to mortgagor any
indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbearance or extension of the time for payment of the note (with the
consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta- consent of the holder of the note when it is held by
mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca- an insured lender) or for payment of any indebtedness to mortgagee
rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual- hereby secured; or (three) execute and deliver partial releases of any
quier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o part of said property from the lien hereby created or grant deferment or
postergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre postponement of this mortgage to any other lien over
dichos bienes.
(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, (Nineteen) All right, title and interest in or to this mortgage,
incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones including but not limited to the power to grant consents, partial releases,——————————————————————————————————
parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively in
acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in- mortgagoe, and no insured lender shall have any right, title or interest
terés alguno en o sobre el gravámen y los beneficios aquí contenidos.————————————————————————————————————
(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales- (Twenty) Default hereunder shall constitute default under any
quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída other real estate or crop or chattel mortgage held-
o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo- or insured by mortgagee and executed or assumed by mortgagor,————————————————————————————————————
tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía and default under any such other security instrument shall
constituirá incumplimiento de esta hipoteca.————————————————————————————————————
(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será (Twenty-One) All notices to be given under this mortgage shall———————————————————————————————————
remitido por correo certificado a menos que se disponga lo contrario por ley, y be sent by certified mail unless otherwise required by law,————————————————————————————————————
será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, and shall be addressed until some other address is designated in a notice so given,————————————————————————————————————
en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, in the case of mortgagee to Farmers Home Administration,————————————————————————————————————
Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el United States Department of Agriculture, San Juan, Puerto Rico, and in the
caso del deudor hipotecario, a él a la dirección postal de su residencia según se case of mortgagor to him at the post office address of his residence as stated———————————————————————————————————
especifica más adelante.————————————————————————————————————
(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario (Twenty-Two) Mortgagor by these presents grants to mortgagee



Forma FmHA 1927-1(S) PR el importe de cualquier sentencia obtenido por expropiación forzosa para uso the amount of any judgment obtained by reason of condemnation proceedings for public -----(Rev. 6-93)público de los bienes o parte de ellos así como también el importe de la sentencia use of the property or any part thereof as well as the amount of any judgment -por daños causados a los bienes. El acreedor hipotecario aplicará el importe así for damages caused to the property. The mortgagee will apply the amount so----recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del received to the payment of costs incurred in its collection and the balance to the payment-hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.mortgage, and if any amount then remains, will pay such amount to mortgagor.-----SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso SEVENTH: That sor the purpose of the surst sale to be held in case-----de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmenof foreclosure of this mortgage, in conformity with the mortgage law, as amended. dada, el deudor hipotecario por la presenta tasa los bienes hipotecados en la suma mortgagor does hereby appraise the mortgaged property in the amount DIEZ DOLARES (\$10,000.00)-----MIL OCTAVO: El, deudor hipotecario por la presente renuncia al trámite de requeri-EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be----miento y se considerará en mora sin necesidad de notificación alguna por parte considered in default without the necessity of any notification of default or demand for paydel acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Adment on the part of mortgagee. This mortgage is subject to the rules and regulations of the ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos, farmers Home Administration now in effect, and to its future regulations-0 inconsistentes con los términos de esta hipoteca, así como también sujeta a nconsistent with the provisions of this mortgage, as well as to the-Deves del Congreso de Estados Unidos de America que autorizan la asignación the Congress of the United States of America authorizing the making and————— guramiento del préstamo antes mencionado.---ng of the loan hereinb fore mentioned. ENO: Las cantidades garantizadas por esta hipoteca son las siguientes: TH: The amounts guaranteed by this mortgage are as follows:---Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de One. At all times when the note mentioned in paragraph THIRD of-MENTO hipercorio cediere esta hipoteca sin asegurar el pagare:
Caholid himm this mortgage without insurance of the note, MIL----RECISTR LA PROFIL AD DOLARES (\$10,000.00 } 1 principal de dicho pagaré, con sus intereses según estipulados a razón del cinocipal amount of said note, together with interest as stipulated therein at the rate of PUERTO O/o) anual; fres punto betenta y cinco por ciento (3.75 o/o) per annum; per cent (

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado: Two. At all times when said note is held by an insured lender:
(A) DIES MIL
DOLARES (\$ 10,000.00
para indemnižar al acreedor hipotecario por adelantos al prestamista asegurado for indemnifying the mortgagee for advances to the insured lender———————————————————————————————————
por motivo del incumplimiento del deudor hipotecario de pagar los plazos seguis by reason of mortgagor's failure to pay the installments as
se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO, specified in the note, with interest as stated in paragraph SIXTH,
Tercero;
(B) QUINCE MIL
DOLARES (\$ 15,000.00
para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda for indemnifying the mortgagee further against any loss it might
sufrir bajo su seguro de pago del pagaré.————————————————————————————————————
Tres. En cualquier caso y en todo tiempo;————————————————————————————————————
(A) CUATRO MIL DOLARES
(\$4,000.00) para intereses después de mora: ) for default interest;
(B) DOS HIL DOLARES
\$2,000.00 ) para contribuciones, seguro y otros adelantos para la con- ) for taxes, insurance and other advances for the preservation———
servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo and protection of this mortgage, with interest at the rate stated in paragraph————————————————————————————————————
SEXTO, Tercero;
(C) NIL DOLARES
(\$ 1,000.00 ) para costas, gastos y honorarios de abogado en caso (\$ ) for costs, expenses and attorney's fees in case
de ejecución;
(D) MIL DOLARES
(\$ 1,000.00 ) para costas y gastos que incurriere el acreedo; hipoteca- (\$ ) for costs and expenditures incurred by the mortgagee in
rio en procedimientos para defender sus intereses contra cualquier persona que inter- proceedings to defend its interests against any other person interfering with
venga o impugne el derecho de posesión del deudor hipotecario a los bienes según or contesting the right of possession of mortgagor to the property as————————————————————————————————————
se consigna en el párrafo SEXTO, Trece

Forma FmHA 1927-1(S) PR (Rev. 6-93)	DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO TENTH: That the note(s) referred to in paragraph THIRD————————————————————————————————————
	de esta hipoteca es (son) descrito(s) como sigue:
	"Pagaré otorgado en el caso número "Promissory note executed in case number Seis tres guión uno seis guió
	cinco ocho dos siete dos tres nueve ocho dos
	de de mil novecientos Veinticinco day of aprii nineteen hundred and
	noventa y cinco por la suma de in the amount of DIEZ MIL DOLARES
/	dólares de principal más (\$10,000.00)
TENTO DE	intereses sobre el balance del principal adeudado a razón del herest over the unpaid balance at the rate of
LA PROPEDAT	PUNTO SETENTA Y CINCO ( 3.75% ) por ciento anual, percent per annum,
E CO	hards rento su principal sea totalmente satisfecho según los términos, plazos, condi- unli the principal is totally paid according to the terms, installments,
SEC. II DE PONCE	ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos o pagarions and stipulation contained in the promissory note and as agreed
SERTO B	entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí between the borrower and the Government, except that the final installment of the
	representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero entire debt herein evidenced, if not sooner paid, will be due
0	a los and payable DIBZ AROS (10)
63 May 2 C	años de la fecha de este pagaréyears from the date of this promissory note
	Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el Said promissory note is given as evidence of a loan made by the
	Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados Government to the borrower pursuant to the law of the Congress of the United
1	Unidos de América denominada "Consolidated Farm and Rural Development Act States of America known as "Consolidated Farm and Rural Development Act
2313	of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según of 1961" or pursuant to "Title V of the Housing Act of 1949, as
-	han sido enmendadas y está sujeto a los presentes reglamentos de la Administración amended, and is subject to the present regulations of the Farmers
	de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha Home Administration and to its future regulations not inconsistent with the
	Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE. ———————————————————————————————————
	UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se ELEVENTH: That the property object of this deed and over which
	constituye Hipoteca Voluntaria, se describe como sigue:

51
VER PAGINA ANEXA.
Adquirió el prestatario la descrita finca por
Borrower acquired the described property by
según consta de la Escritura Número
purmant to Deed Number
•
de fecha
dated
otorgada en la ciudad de
executed in the city of
ante el Notario
before Notary
Dicha propiedad se encuentra
Said property is
The state of the s
DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-
TWELFTH: The parties appearing in the present deed as Mortgagors
carioDON ANGEL NARIO LOPEZ PADRO, mayor de edad, soltero,
are
propietario y vecino de Guayanilla, Puerto Rico,
Seguro Social número
acinto sociar mesero
cuya direcgión postal es:
whose postal address is:
DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado
I promo TERCERO. El importe del préstamo aqui consignado se uso o sera usado



-----Que el deudor hipotecario es dueño en pleno dominio de las siguientes propiedades las cuales se dan en garantia en la presente obligación hipotecaria, a saber:------

----A. RUSTICA: Parcela numero UNO (1): Predio de terreno en el Barrio Barinas del término municipal de Yauco, Puerto Rico, con una cabida superficial de UNA (1) CUERDA. Equivalente a tres mil novecientos treinta metros cuadrados (3,930 m.c) en lindes por el Norte, Sur, Este y Oeste, en sesenta y dos punto setenta metros con terrenos de la Sucesion de Maria Lopez Camacho de la cual se segrega.----

----Dicha propiedad consta inscrita al folio 125 del tomo 230 de Yauco, finca número 7700, inscripción primera.----

-----B. RUSTICA: Parcela numero DOS (2): Predio de terreno en el Barrio Barinas del término municipal de Yauco, Puerto Rico, con una cabida superficial de NUEVE CUERDAS, equivalente a treinta y cinco mil trescientos setenta (35,370) metros cuadrados. En lindes por el Norte y Sur en ciento cincuenta y tres metros cada una con terrenos de la finca principal de la cual se segrega y por el Este y Oeste, en doscientos treinta y uno punto diez y ocho metros cada uno con terrenos de Máximo Vega Flores y terrenos de la Sucesión Maria López Camacho de los cuales se segregan respectivamente.-----

---Dicha finca consta inscrita al folio 132 del tomo 230 de Yauco, finca numero 7701.-----

Dichas fincas se encuentran gravadas con hipotecas a favor de Estados Unidos de América, a favor del Portador y a favor del Banco Obrero de Ahorro y Crédito de Puerto Rico, según surge del sus inscripciones en el Registro de la Propiedad,

Sección Ponce II.----



	suma principal de DIEZ MIL DOLARES (\$10,000.00) se distritbuye de
	a siguiente manera:
	—A) La finca número 7700 responde por la suma de MIL DOLARES
	(\$1,000.00).
	B) La finca número 7701 responde por la suma de NUEVE MIL
	DOLARES (\$9,000.00).
	-Se aclara además que las fincas dadas en garantía hipotecaria
	responden cada una en la siguiente proporción en la suma dada para
	la tasación, descrita en la página once (11) párrafo septimo, así como
	en las cantidades descritas en la página doce (12) párrafo noveno,
	relacionadas con las costas, gastos y honorarios de abogado, a
ē	saber:
	<ul> <li>—A) La finca número 7700 responde en una participación de diez</li> </ul>
	porciento !0%) en dichas cantidades.
	B) La finca número 7701 responde en una participación de noventa
	porciento (90%) en dichas cantidades.
1	A PROFIEDAT

-La responsabilidad del gravamen hipotecario aquí constituido por la



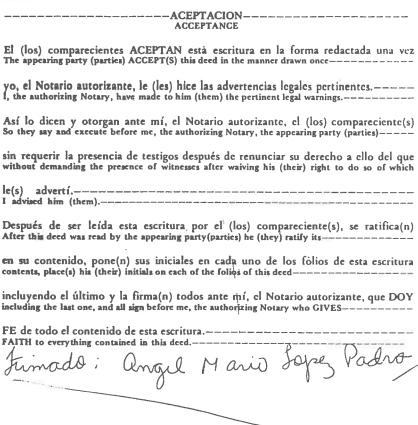
Forma FmHA 1927-1(S) PR para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones (Rev. 6-93)for agricultural purposes and the construction and/or repair or improvement of the physicalfísicas en la finca(s) descrita(s).----installations on the described farm(s).----DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-FOURTEENTH: The borrower will personally occupy and use any structure --tura que haya sido construída, mejorada o comprada con el importe del préstamo constructed, improved or purchased with the proceeds of the loanaquí garantizado y no arrendará o usará para otros fines dicha estructura a menos herein guaranteed and shall not lease or use for other purposes said structure unless----que el Gobierno lo consienta por escrito. La violación de esta clausula como la the Government so consents in writing. Violation of this clause as well as---violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el violation of any other agreement or clause herein contained will causevencimiento de la obligación como si todo el término hubjese transcurrido y en to become due as if the whole term had elapsed and the-----Sestified of bierno de declarar vencido o pagadero el préstamo y proceder a la s option may declare due and payable the loan and proceed to-OFIEDAD ejecuzión de la QUINTO: Esta hipoteca se extiende expresamente a toda construcción TIPLEENTH: T is mortgage expressly extends to all construction— NCE existente en la(s) finca(s) antes descrita(s) y a toda mejora, construcexisting on the farm(s) hereinbefore described and all improvement,ción o edificación que se construya en dicha finca(s) durante le vigencia del présconstruction or building constructed on said farm(s) while thetamo hipotecario constituido a favor del Gobierno, verificada por los actuales mortgage loan constituted in favor of the Government is in effect, made by the present--ducños deudores o por sus cesionarios o causahabientes.----owners or by their assignees or successors. ---DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada SIXTEENTH: The mortgagor by these presents hereby waives jointly and---y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o severally for himself and on behalf of his heirs, assignees, successors or ---Pepresentantes a favor del acreedor (ADministración de Hogares de Agricultores), proceentatives, in favor of mortganee (Farmers Home Administration)quies detecho de Hogar Securo (Homestead) que en el present o en el futuro will conestead right (Homestead) that presently is in the future quiera tener en la propiedad descrita en el párrafo undécimo y en los edificios may have in the property described in paragraph eleventh and in the buildings----ally enclavados o que en el futuro fueran construídos; renuncia esta permitid cnclavados o que en el futuro fueran construídos; remincia esta permitida a favor de la Administración de Hogares de Agricultores por la Ley Número trece in favor of the Farmers Home Administration by Law Number Thirteen---(13) del veintiocho (28) de mayo de mil novecientos sesenta v nueve (1969) (31 (13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31-----L.P.R.A. 1851).----DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual SEVENT - ENTH: Mortgagee and mortgagor agree that anyquier estufa, horno, calentador comprado o financiado total o parcialmente con

stove, oven, water heater, purchased or financed completely or partially with--

fondos del préstamo aquí garantizado, se considerará e interpreterá como parte funds of the loan herein guaranteed, will be considered and understood to form part --de la propiedad gravada por esta Hipoteca.---of the property encumbered by this Mortgage. ----DECI: 10 OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse EIGHTEENTH: The mortgagor agrees and obligates himself to move-y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta and occupy the property object of this deed within the following sixty -días a partir de la fecha de la inspección final; y en caso de circunstancias impredays from the date of final inspection, and in the event of unforeseen circumstances vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo beyond his control which would impede him to do so, he will--notificará por escrito al Supervisor Local.----notify it in writing to the County Supervisor .----DECIMO NOVENO: Toda mejora, construcción o edificación que se construya NINETEENTH: All improvement, construction or building constructed --en dicha finca durante la vigencia antes mencionada deberá ser construída previaon said farm(s) during the term hereinbefore referred to, must be made with the previousautorización por escrito del acreedor hipotecario conforme a los reglamentos preconsent in writing of mortgagee in accordance with present regulationssentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y or future ones that may be promulgated pursuant to the iederal and -locales no inconsistentes o incompatibles con las leyes actuales que gobiernan local laws not inconsistent or incompatible with the present laws which governestos tipos de préstamos.----these types of loans VIGESIMO: Este instrumento garantiza asímismo el reacate o recuperación de TWENTIETH: This instrument also secures the recapture of---cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios any interest credit or subsidy which may be granted to the borrower(s) by the------Se hace constar que LA AGENCIA téche el siguiente número de cuenta petronal# 72-0564834 F.-



Forma FmHA 427-1(S) PR (Rev. 10-82)



. .dirado y ...tricado. ......





-EN FE DE LO CUAL, y para la parte interesada expidohoy 25 de Obrade 1995, esta la copia Confidence
la que firmo, signo, sello y rubrico.-----

ASI DOY ME Y CERTIFICO.





Presentado a la (s)  Asiento Núm.  Ders: Un sello de 50d  Un comprebiante de 31.04  — cos probante de 3 Núm.  — controlar de 3 Núm.  Total letra.  En Ponce, P. R., a de Margo de 19.81		
Registrator (a)	Presentado a la (s)  Asiento Núm.  Ders: Un sello de 50d Núm.  Un compositante de \$1.00 Núm.  — cos producte de \$1.00 Núm.  — compositante de \$1.00 Núm.  Total Pers.  En Ponce, P. R., a de Mayo de 19	

Notificado hoy por los fundamentos incluidos en la notificación legajada bajo el número 858

Bonce, P.A. a/5 de/agos/ode 1985

Notificado hoy por los fundamentos incluidos en la noceficación legajada bajo

el número 1565.

Force P. R. 22 dedic. de 1995.

Caducado en virtud del Artículo 52 de la

Ley 198 de 8 de agosto de 1979,

Ponce, P. R. a 9 de fefero de 1996

Nascuto esta menton La lupetera hyster for \$6,500.00 a form delphism Dorero plustomos de Perento peio y aijoteno por \$73,500.00 Custiturido O tro orto finto Zotro respost estafosico de \$7,350.00, La hipotemps 73,500.00 Constitute Orbre enterfren respude estránia de 66, 15000, la confirma Entre Vendo de Cont hipoterials, 500.00 a from 200 Brown flood M. regoter po \$ 8,000.00 a for it Stans in este arumentos metiting Praya 3 9. l.

USDA-FmHA		f o	KIND OF LOAN	
Form FmHA 1940-17 (Rev. 10-89)			Type: <u>EM</u>	☐X Regular
`		)~	Type:	☐ Limited
PROMISS		Resource		
2 100 1/2200	JOHN NOTE		Pursuant to:	
Name			☐ Consolidated Farm	& Rural Development Act
. ANGEL MARIO LO	<b>ወ</b> ፑን ይለከያለ		Emergency Agricult Act of 1978	ural Credit Adjustment
State ANGEL MARIO LO	County		ACTION REQUIRING	NOTE
PUERTO RICO	YAUCO		K Initial loan	☐ Rescheduling
Case No.	Date		☐ Subsequent loan	☐ Reamortization
Case No.	Date		☐ Consolidated &	☐ Credit sale
63-16-582723982	13 DE FEBRERO	DE 1990	subsequent loan	Deferred payments
Fund Code	Loan No.	a ûbra	Consolidation	Debt write down
43	.04- (	Our .	Conservation easement	
(herein called the "Government"), or its				
EIGHT THOUS AND				dollars
0.000.00				the common of
(\$_8,000.00		), plus interest	on the unpaid principa	u balance at the KALE of
FOUR AND A HALF			vercent (04, 5000	
SUATE A DEEP NOOE			CICCIII (MARAMAMA)	· · · · · · · · · · · · · · · · · · ·
. Mild state gang land state come come class come state of the class gang land state case case case case case case	~···		dollars (\$	
of Noncapitalized interest. If this no Government may CHANGE THE RA tration, not more often than quarter rower's last known address. The new Home Administration for the type of Principal and interest shall be parate of interest, on or before the follo	TE OF INTEREST, by giving the Bor interest rate shall not loan indicated above.	in accordance wi rower thirty (30) exceed the highes	th regulations of the F days prior written not trate established in reg	Farmers Home Adminis- tice by mail to the Bor- gulations of the Farmers
\$ 318_00	on 01-01-91	: \$	NA	_ on
\$NA				_ on
				_ on
\$NA	on	_ ; \$	NA	_ on
\$NA	on	_ ; \$	NA	_ on
\$NA	on	_ ; \$	NA	_ on
and \$ 1,358.00	thereal	fter on <u>01-01</u> (	of each year until the pri	ncipal and interest are fully
paid except that the final installment	of the entire debtedn	ess evidenced here	by, if not sooner paid,	shall be due and payable
seven years from the date of thi				below. The consideration
for this note shall also support any ag	reement modifying th	ie toregoing schedu	ne or payments.	
If the total amount of the loan is	not advanced at the tir	ne of loan closing, t	the loan funds shall be a	dvanced to the Borrower a

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Records of Advances.

For each rescheduled, reamortized or consolidated note, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, to be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	S	70	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	970	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	. , 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

#### Case 3:20-cv-01673 Document 1-11 Filed 11/23/20 Page 3 of 4

**DEFAULT:** Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)

ANGEL MORIO LOPEZ PADRO (Borrower)

HC-02 BOX 13602			
YAUCO, PUERTO RICO	00768		

#### RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$8,000.00	02-13-90	\$		\$	
\$		\$		\$	
\$		\$		S	
\$		S		\$	
			TOTAL	\$02-13-90	

(Co-borrower)

#### ADDENDUM

El importe de este Pagaré y la Hipoteca que lo garantiza ha sido ampliado y reamortizado al Veintiuno (21) de noviembre del año dos mil dos (2002), dio un saldo deudor montante a DOS MIL CINCUENTA Y TRES DOLARES CON CUARENTA Y DOS CENTAVOS (\$2,053.42) de Principal, y SEISCIENTOS SESENTA Y CINCO DOLARES CON OCHENTA Y DOS CENTAVOS (\$665.82) de intereses, para un total de DOS MIL SETECIENTOS DIEZ Y NUEVE DOLARES CON VEINTICUATRO CENTAVOS (\$2,719.24), que devengará intereses razón de un TRES PUNTO SETENTA Y CINCO PORCIENTO (3.75%) anual y por habersele dado un diferimiento de CINCO (5) años, habrá de ser pagada en la siguiente forma: CERO DOLARES (\$0.00) en o antes del uno (1) de enero del año dos mil tres (2003) hasta el uno (1) de enero del año dos mil siete (2007); DOSCIENTOS SIETE DOLARES (\$207.00) el uno (1) de enero del año dos mil ocho (2008) y subsiguientemente en el uno (1) de enero de cada año, excepto que el plazo final de la deuda aquí evidenciada, se hará en o antes del veintiuno (21) de noviembre del año dos mil veintinueve (2029), según consta de la Escritura número ---NOVENTA del día Veintiuno (21) de noviembre del año dos mil dos (2002).

DOY FE Y CERTIFICO. En Yauco, Puerto Rico, hoy Veintiuno (21) de noviembre del año dos mil dos (2002).

OSCAR CASTELLON PEREZ

**NOTARIO PUBLICO** 

F F-118 407 1/0\ nn	
Forma FmHA 427-1(S) PR (Rev. 10-82)	•
•	NUMBER OCHO
	EIGTH
	HIPOTECA VOLUNTARIA
	En Yauco, Puerto Rico, a trece de febrero de mi Vauco, Puerto Rico, at February, thirhteen, ninet novecientos noventa (1990)hundred and ninety (1990)
, ć	ANTE MI
••	
	OLDER
	Abogado Notario Público de la Isla de Puerto Rico con residencia en Yauco Attorney and Notary Public for the Island of Puerto Rico, with residence in Yauco
	Puerto Rico y oficina en Yauco, Puerto Rico Puerto Rico Puerto Rico.
	COMPARECEN———————————————————————————————————
	Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina- The persona named in paragraph TWELFTH of this mortgage———————————————————————————————————
REZ ON	dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales hereinafter called the "mortgagor" and whose personal circumstances————————————————————————————————————
19% N	aparecen de dicho pátrafo.
ZE	Minicar from said paragraph,
TELLO A VICTO	Don fe del conocimiento personal de los comparecientes, así como por sus dichos sus los comparecientes, así como por sus dichos Notary, attest to the personal knowledge of the appearing parties, as well as to their—done edad, estado civil, profesión y vecindad.———————————————————————————————————
A A A	statements which I believe to he rue of their age, civil status, profession and residence.
Carle Man	Asseguran hallarse en el pleno goce de sus derechos civiles, la libre administración de y assure me that they are in full enjoyment of their civil rights, and the free administration
250	de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga- of their property, and they have, in my judgment, the necessary legal capacity to grant this
•	mientovoluntary mortgage
	EXPONEN
	WITNESSETH:
	PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el FIRST: That the mortgagor is the owner of the farm or farms described in-
	párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTH of this mortgage, and of all rights and interest in the same
	denominada de aquí en adelante "los bienes"
	SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que SECOND: That the property mortgaged herein is subject to the liens
	se especifican en el párrafo UNDECIMO specifica in paragraph ELEVENTH herein
	TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States-
	América, actuando por conducto de la Administración de Hogares de Agriculto- of America, acting through the Farmers Home Administration,————————————————————————————————————
	res, denominado de aquí en adelante el "acreedor hipotecario", en relación con hereinafter called the "mortgagee" in connection with————————————————————————————————————

un préstamo o prestamos evidenciado por uno o más pagarés o convenio de sub-a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)...... el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de the Government that additional monthly payments of one-twelfth of the----las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se taxes, assessments, insurance premiums and other charges---hayan estimado sobre la propiedad hipotecada. (Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la (One) The note evidences a loan or loans to the mortgagor in the suma de principal especificada en el mismo, concedido con el propósito y la intenprincipal amount specified therein made with the purpose and intentionción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y that the mortgagee, at any time, may assign the note and asegurar su pago de conformidad con'el Acta de mil novecientos sesenta y uno insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-Oneconsolidando la Administración de Hogares de Agricultores o el Título Quinto de consolidating the Farmers Home Administration or Title Five of----la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmendathe Housing Act of Nineteen Hundred and Forty-Nine, as amended .---(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede (Two) When payment of the note is guaranteed by the mortgageeser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may be assigned from time to time and each holder of the insured note, in turn, prestamista asegurado. (Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-(Three) When payment of the note is insured by the mortgagee, thedor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con mortgagec will execute and deliver to the insured lender alongel pagaré un endoso de seguro garantizando totalmente el pago de principal e in-with the note an insurance endorsement insuring the payment of the note fully as to principal tereses de dicho pagaré. and interest. --(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the mortgagee,---hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the mortgagee by agreement with the insured lenderdeterminarán en el endoso de seguro la porción del pago de intereses del pagaré set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-(Five) A condition of the insurance of payment of the note will be that the holder----dor cederá todos sus derechos y remedios contra el deudor hipotecario y cualeswill forego his rights and remedies against the mortgagor and any-



Forma FmHA 427-1(S) PR (Rev. 10-82)



de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en violate any covenant or agreement contained herein, in the note, or any cualquier convenio suplementario por parte del deudor.---supplementary agreement. (Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo (Six) It is the purpose and intent of this mortgage that, among other things, tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en at all times when the note is held by the mortgagee, or in the event the que el acreedor apotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgagee should assign this mortgage without insurance of the note, this mortgagegarantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-shall secure payment of the note; but when the note is held by an insured-----mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte lender, this mortgage shall not secure payment of the note or attach tode la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, constituirà una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to secure the mortgagee --contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumagainst loss under its insurance endorsement by reason of any default plimiento por parte del deudor hipotecario.----by the mortgagor.-QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipoteis held by the mortgagee, or in the event the mortgageecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del should assign this mortgage without insurance of the payment of the note, in guarantee of the importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-amount of the note as specified in subparagraph (one) of paragraph NINTH------NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho hereof, with interest at the rate stipulated, and to secure prompt payment of the pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y note and any renewals and extensions thereof and any agreements contained therein,——— tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí of the amounts specified in subparagraph 9Two of paragraph NINTH hereof consignado para garantizar el cumplimiento del convenio del deudor hipotecario for securing the performance of the mortgagor's agreement de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-herein to indemnify and save harmless the mortgagee against loss under its----doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-insurance endorsements by reason of any default by the mortgagor, and (c) in any quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el event and at all times whatsoever, in guarantee of the additional amounts specified in-----

quiera cros en relación con dicho préstamo accomo también a los beneficios

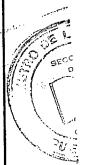
others in connection with said loan, as well as any benefit-

gurar el subpárrafo (Tres) del párrafo OVENO de este instrumento y para subparagraph (Three) of paragraph NINTH hereof, and to secure the cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí performance of every covenant and agreement of the mortgagorcontenidos o en cualquier otro convenio suplementario, el deudor hipotecario por contained herein or in any supplementary agreement, the mortgagor la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre hereby constitutes a voluntary mortgage in favor of the mortgagec onlos bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los the property described in paragraph ELEVENTH hereof, together with all rights, derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests easements, hereditaments and appurtenances thereto belonging,a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e the rents, issues and profits thereof and revenues and ingreso de los mismos, toda mejora o propiedad personal en el presente o que en PIEDAD income therefrom, all improvements and personal property now or--el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, later attached thereto or reasonably necessary to the use thereof, sobre las aguas, los derechos de agua o acciones en los mismos, perterecientes a all water, water rights and shares in the same pertaining to las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario the farms and all payments at any time owing to the mortgagor por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación by virtue of any sale, lease, transfer, conveyance or total or total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre partial condemnation of or injury to any part thereof or interest que las cantidades especificadas en el párrafo NOVENO con sus intereses anits al amounts as specified in paragraph NINTH hereof, with interest before and después del vencimiento hasta que los mismos hayan sido pagados en su total द्वीधर्ध after maturity until paid, have been paid in full .-En caso de ejecución, los bienes responderán del pago del principal, los interescos In case of foreclosure, the property will be answerable for the payment of the principal, interest antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el ac ec thereon before and after maturity until paid, losses sustained by the dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualmortgagee as insurer of the note, taxes, insurance premiums, andquier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor other disbursements and advances by the mortgagee for the mortgagor's accounthipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, with interest until repaid to the mortgagee, costs, expenses and gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renoattorney's fees of the mortgagee all extensions and renewals of any of -vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma said obligations, with interest on all and all other charges and additionaladicional especificada en el párrafo NOVENO de este documento.---amounts as specified in paragraph NINTH hereof .-(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda (One) To pay promptly when due any indebtedness

Forma FmHA 427-1(S) PR (Rev. 10-82)

aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el At all times when the note is held by an insured lender, the deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor mortgagor shall continue to make payments on the note to the mortgagee,hipotecario como agente cobrador del tenedor del mismo.--as collection agent for the holder .-(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación (Two) To pay to the Mortgagee any initial fees for inspection and appraisal y cualquier cargo por delincuencia requerido en el presente o en el futuro por los : and any deliquency charges, now or hereafter required by---reglamentos de la Administración de Hogares de Agricultores.---regulations of the Farmer's Home Administration .-(Tres) en todo tiempo cuando el pagaré sea poseído por un prestamista asegu-(Three) At all times when the note is held by an insured lender,any amount due and supak under the terms of the note, less---la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor the amount of the annual charge, may be paid by the mortgagee to the holder --del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido of the note to the extent provided in the insurance endorsementen el párrafo CUARTO anterior por cuenta del deudor hipotecario.--referred to in paragraph FOURTH hereof for the account of the mortgagor. Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído Any amount due and unpaid under the terms of the note, whether it is heldportel acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada by the mortgagee or by an insured lender, may be credite -por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto by the mortgagee on the note and thereupon shall constitute an advancepor el acreedor hipotecario por cuenta del deudor hipotecario.---by the mortgagee for the account of the mortgagor .-Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-Any advance by the mortgagee as described in this---párrafo devengará intereses a razón del CUATRO Y MEDIO------subparagraph shall bear interest at the rate of FOUR AND A HALF-----anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor per annum from the date on which the amount of the advance was due to the date of payment hipotecario lo satisfaga.----(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier (Four) Whether or not the note is insured by the mortgagee, anyo todo adelanto hecho por el acreedor nipotecario para prima de seguro, repaand all amount advanced by the mortgagee for property insurance premiums, repairs, raciones, gravámenes u otra reclamación en protección de los bienes hipotecaliens and other claims, for the protection of the mortgaged property,---dos o para contribuciones o impuestos u otro gasto similar por razón de haber or for taxes or assessments or other similar charges by reason of the-

el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón mortgagor's failure to pay the same, shall bear interest at the ratedel tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos stated in the next preceding subparagraph from the date of the advancehasta que los mismos sean satisfechos por el deudor hipotecario.----(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-(Five) All advances made by mortgagee as described in this mortgage, ---teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipowith interest, shall be immediately due and payable by the mortgagor---tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio to mortgagee without demand at the---hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación? by mortgagee shall relieve the mortgagor from breach of his covenantdel convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los to pay. Such advances, with interest shall be repaid from the---primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo first available collections received from mortgagor. Otherwise, any paymentspago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier payment made by mortgagor may be applied on the note or an otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor indebtedness to mortgagee secured hereby, in any order mortgageehipotecario determinare. (Seis) Usar el importe del préstamo evidenciado por el pagaré unicamente para (Six) To use the loan evidenced by the note solelylos propósitos autorizados por el acreedor hipotecario.---for purposes authorized by mortgagee .---(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales grava-(Seven) To pay when due all taxes, special assessments, liens---menes y cargas que graven los bienes o los derechos o intereses del deudor hipoand charges encumbering the property or the right or interest of mortgagee----tecario bajo los términos de esta hipoteca.---under the terms of this mortgage .--(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-(Eight) To procure and maintain insurance against fire and other hazards as requiredra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bieby mortgagee on all existing buildings and improvements on the pro--nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y perty and on any buildings and improvements put there on in the future. The insurance against Ouros rizsgos serán en la forma y por las cantidades, términos y condiciones que fire and other hazards will be in the form and amount and on terms and conditions----aprobare el acreedor hipótecario.---approved by mortgagee .---(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las (Nine) To keep the property in good condition and promptly make allreparaciones necesarias para la conservación de los bienes; no cometerá ni pernecessary repairs for the conservation of the property; he will not commit normitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá permit to be committed any deterioration of the property; he will not remove nor demolish





Forma FmHA 427-1(S) PR (Rev. 10-82)

ninguit edificio o mejora en los bienes, ni cortará ni removerá madera de la finca, any building or improvement on the property; nor will he cut or remove wood from the farm ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros nor remove nor permit to be removed gravel, sand, oil, gas, coal, or otherminerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagec, and will promptly carry out a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo the repairs on the property that the mortgagee may request from time-de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgagee from time to-----tiempo pueda prescribir.------hipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other menos que el acreedor hipotecario consienta por escrito en otro método de opera-unless mortgagee agrees in writing to any other method of operationción o al arrendamiento. O' (pcc) Someterá en la forma y manera que el acreedor hipotecario requiera la tomación de sus ingresos y gastos y cualquier otra información relacionada con escapacion as to his income and expenses and any other informacion in regard to the la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos que afecten los bienes o su uso. ecting the property or its use. (Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times———— derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or not --otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-the security given is being lessened or impaired, and if such inspection or examination shallminare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo merdisclose, in the judgment of mortgagee, that the security given is being lessenedmada o deteriorada, tal condición se considerará como una violación por parte del or impaired, such condition shall be deemed a breach by the deudor hipotecario de los convenios de esta hipoteca. mortgagor of the covenants of this mortgage,-(Trece) Si cualquier otra persona detentare con o impugnate el derecho de posesión (Thirteen) If any other person interferes with or contests the right of possessiondel deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará of the mortgagor to the property, the mortgagor will immediately notify-



intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos interest, and any costs or expenditures incurred by mortgagee by said procedimientos, scrán cargados a la deuda del deudor hipotecario y se considerarán proceedings will be charged to the mortgage debt and considered res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar to take possession of the property, to rent and administer the same and collect-----sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los the rents, benefits, and income from the same and apply them first to the gastos de cobro y administración y en segundo término al pago de la deuda eviden-costs of collection and administration and secondly to the payment of the debt evidenced------ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, by the note or any indebtedness to mortgagee hereby guaranteed, ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible source, cooperative or private, at a tipo de interés y términos razonables para préstamos por tiempo y propósitos rate of interest and reasonable periods of time and purposes, similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará mortgagor, at mortgagee's request will apply for and accept y acceptará dicho préstamo en cantidad suficiente para pagar por las acciones necesaid loan in sufficient amount to pay the note and any other indebtedness secured hereby and to sarias en la agencia cooperativa en relación con dicho préstamo.

purchase any necessary shares of stock in the cooperative agency in regard to said loan. (Dieciscis) El incumplimiento de cualesquiera de las obligaciones garantizadas (Sixteen) Should default occur in the performance or discharge of any obligation secured———— deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliere mortgagor, default in the payment of any amounts or violate or fail to comply o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado or in any supplementary agreement, or die or be declared an incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of-----

Forma FmHA 427-1(S) PR (Rev. 10-82)

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to----declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness---al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,------seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property————— y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three) de solicitar la protección de la ley. Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario exembers. 0 cooks los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos Gel Sta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-contains mortgage and of the note and of any supplementary agreement, including claychdo los gastos de mensura, evidencia de título, costas, inscripción y hono-the costs of survey, evidence of title, court costs, recordation fee and G. regios de abogado.-----(Dicciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and hacer cumplir en una fecha subsiguiente a les mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness. garantizada v sin afectar el gravamen impuesto sobre los bienes o la prioridad del secured hereby, and without afferting the lien created upon soal property or the priority et gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereb y authorized and empowered at



\*\*\*\*\*

cualquier riempo (Uno) renunciar el cumplimiento de cualquier convenio u obliany time (one) waive the performance of any covenant or obligation

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two)

negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier deal in any way with mortgagor or grant to mortgagor any indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbestunce or extension of the time for payment of the note (with the consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-consent of the holder of the note when it is held by-----mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-an insured lender) or for payment of any indebtedness to mortgagee------quier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o part of said property from the lien hereby created or grant deferment orpostergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre postponement of this mortgage to any other lien over said property .-(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, (Nineteen) All right, title and interest in or to this mortgage, incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones including but not limited to the power to grant consents, partial releases, ----parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively in-----(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales (Twenty) Default hereunder shall constitute default under any quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles pose other real estate or crop or chattel mortgage held tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía and default under any such other security instrument shallconstituirá incumplimiento de esta hipoteca.---constitute default hereunder .-(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será (Twenty-One) All notices to be given under this mortgage shallremitido por correo certificado a menos que se disponga lo contrario por ley, y be sent by certified mail unless otherwise required by law,será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, and shall be addressed until some other address is designated in a notice so given, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el United States Department of Agriculture, San Juan, Puerto Rico, and in thecaso del deudor hipotecario, a él a la dirección postal de su residencia según se case of mortgagor to him at the post office address of his residence as stated...... especifica más adelante.————— (Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario (Twenty-Two) Mortgagor by these presents grants to mortgagee------ Forma FmHA 427-1(S) PR el importe de cualquier sentencia obtenido por expropiación forzosa para uso the amount of any judgment obtained by reason of condemnation proceedings for public -----(Rev. 10-82) público de los bienes o parte de ellos así como también el importe de la sentencia me of the property or any part thereof as well as the amount of any judgment-recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del received to the payment of costs incurred in its collection and the balance to the payment——— pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta of the note and any indebtedness to the mortgagee secured by this----SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso SEVENTH: That for the purpose of the first sale to be held in case-----de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmen-of foreclosure of this mortgage, in conformity with the mortgage law, as amended.—————— dada, el deudor hipotecario por la presenta tasa los bienes hipotecados en la suma mortgagor does hereby appraise the mortgaged property in the amount-OCHO MIL DOLARES (\$8.000.00)-----EIGTH THOUSAND DOLLARS (\$8,000.00)-----OCTAVO: El, deudor hipotecario por la presente renuncia al trámite de requeri-EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be----miento y se considerará en mora sin necesidad de notificación alguna por parte considered in default without the necessity of any notification of default or demand for paydel acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Adment on the part of mortgagee. This mortgage is subject to the rules and regulations of the inconsistentes con los términos de esta hipoteca, así como también sujeta a las leves del Congreso de Estados Unidos de America que autorizan la asignación lawaco the Congress of the United States of America authorizing the making and T. Saleguramiento del préstamo antes in-Afguramiento del préstamo antes mencionado.----NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:---50 NINTH: The amounts guaranteed by this mortgage are as follows:-Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de I.A. PAC esta hipoteca sea poseido por el acreedor hipotecario o en caso que el acreedor this marigage is held by mortgagee, or in the event mortgageehipotecario cediere esta hipoteca sin asegurar el pagare: OCHO MII. DOLARES-should assign this mortgage without insurance of the note. EIGTH THOUSAND----DOLLARS (\$ 8,000.00 ) el principal de dicho pagaré, con sus intereses según estipulados a razón del \_\_\_ the principal amount of said note, together with interest as stipulated therein at the rate of \_ CUATRO YUMEDIO por ciento ( 4.50 per cent ( 4.50 per cent ( 4.50 O/o) anual; o/o) per annum; 4.50

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado: Two. At all times when said note is held by an insured lender:
(A) OCHO MIL
DOLLARS (\$ 8,000.00
para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado for indemnifying the mortgagee for advances to the insured lender
por motivo del incumplimiento del deudor hipotecario de pagar los plazos segun by reason of mortgagor's failure to pay the installments as
se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO, specified in the note, with interest as stated in paragraph SIXTH,
Tercero;
(B) DOCE MIL
DOLLARS (\$ 12,000.00
para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda for indemnifying the mortgagee further against any loss it might————————————————————————————————————
sufrir bajo su seguro de pago del pagaré.————————————————————————————————————
Tres. En cualquier caso y en todo tiempo;————————————————————————————————————
(A) TRES MIL DOSCIENTOS DOLARESSS
(\$ 3,200.00 ) para intereses después de mora:
(B) MIL SEISCIENTOS DOLARES
\$1,600.00 ) para contribuciones, seguro y otros adelantos para la con- \$1,600.00 ) for taxes, insurance and other advances for the preservation.
servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrato and protection of this mortgage, with interest at the rate stated in paragraph
SEXTO, Tercero;————————————————————————————————————
(C) OCHOCLENTOS DOLARES(C) EIGTH HUNDRED DOLLARS
(\$ 800.00 ) para costas, gastos y honorarios de abogado en caso (\$ 800.00 ) for costs, expenses and attorney's fees in case
de ejecución;————————————————————————————————————
(D) OCHOCIENTOS DOLARES (D) EIGTH HUNDRED DOLLARS
(\$ 800.00 ) para costas y gustos que incurriere el acreedor hipoteca- (\$ 800.00 ) for costs and expenditures incurred by the mortgage in
rio en procedimientos para defender sus intereses contra cualquier persona que inter- proceedings to defend its interests against any other person interfering with————————————————————————————————————
venga o impugne el derecho de posesión del deudor hipotecario a los bienes según or contesting the right of possession of mortgagor to the property as
se consigna en el párrafo SEXTO, Trece.———————————————————————————————————

Forma FmHA 427-1(S) PR (Rev. 10-82) DECIMO: TENTH: T	Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO hat the note(s) referred to in paragraph THIRD.
de esta h of this mor	ipoteca es (son) descrito(s) como sigue:
"Promissor	torgado en el caso número seis tres guión uno seis guión- y note executed in case number six th <b>u</b> ee dash one six dash
five eig (63-16-	cho dos siete dos tres nueve ocho dos
thirthe	en (13)-de de mil novecientos en (13)-de February-nincteen hundred and
noventa ninety	(1990)por la suma de OCHO MIL (1990) <sup>in the amount of</sup> EIGTH THOUSAND
(\$8,000 (\$8,000	. 00) dólares de principal más of principal plus
intereses s interest over	obre el balance del principal adeudado a razón del CUATRO Y MEDIO r the unpaid balance at the rate of FOUR AND A HALF
Er PON	4.50%) por ciento anual,
Justa tant	o su principal sea totalmente satisfecho según los términos, plazos, condi- incipal is totally paid according to the terms, installments,————————————————————————————————————
glones y conditions	estipulaciones contenida en dicho pagaré y según acordados y convenidos and stipulation contained in the promissory note and as agreed
between the	Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí e borrower and the Government, except that the final installment of the
representa	ida, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero herein evidenced, if not sooner paid, will be due———————————————————————————————————
e E Z and payable	PEARW ( )
	lecha de este pagaré
	garé ha sido otorgado como evidencia de un préstamo concedido por el ssory note is given as evidence of a loan made by the
I-15/ SXV Coheno	al Prestatario de conformidad con la Ley del Congreso de los Estados it to the borrower pursuant to the law of the Congress of the United
Unides d	e América denominada "Consolidated Farm and Rural Development Act merica known as "Consolidated Farm and Rural Development Act
of 1961"	o de conformidad con el "Title V of the Housing Act of 1949", según or pursuant to "Title V of the Housing Act of 1949, as————————————————————————————————————
han sido amended, a	enmendadas y está sujeto a los presentes reglamentos de la Administración and is subject to the present regulations of the Farmers———————————————————————————————————
de Hogar Home Adn	es de Agricultores y a los futuros reglamentos no inconsistentes con dicha ninistration and to its future regulations not inconsistent with the
Ley. De c	uya descripción, yo, el Notario Autorizante, DOY FE.————————————————————————————————————
UNDECI ELEVENT	MO: Que la propiedad objeto de la presente escritura y sobre la que se H: That the property object of this deed and over which
constituy voluntary i	e Hipoteca Voluntaria, se describe como sigue:

	1
AUSTICA: Parcela número Dos (2) predio de terreno en el Barrio Barinas del término municipal de Yauco, Puerto Rico con una cabida superficial de NUEVE (9) CUERDAS equivalente a TREINTA Y CINCO MIL TRESCIENTOS SETENTO (35,370) METROS CUADRADOS. En lindes por el NORTE Y SUR: en ciento cincuenta y tres punto cero cero	A A
SUR: en ciento cincuenta y tres punto cero cere (153.00) metros cada una con terrenos de la finca principal de la cual se segrega y por el ESTE Y OESTE en doscientos treinta y uno punto diez y ocho (231.18) metros cada uno con terrenos de la Sucesión María Lope: Camacho de los cuales se segregan respectivamente.	a   1   2
	-
	-
	-
	+ 505
	- SEC
Adquirió el prestatario la descrita finca por herencia	
Borrower acquired the described property by	
	1
según consta de la Escritura Número pursuant to Deed Number	· No.
de fecha	2
dated	
otorgada en la ciudad de	
executed in the city of	1/1//
ante el Notario before Notary	14
Dicha propiedad se encuentra inscrita al folio ciento treintento sand property is registered at page one hundred thirty two differences.	ios 201
tomo descientes treinta (230) de Yauco, finca número si	3
volume two hundred thirty (230) of Yauco, farm number seven thousand seven hundred one (7,701).	
te mil setecientos uno (7,701)	-
DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-	İ
TWELFTH: The parties appearing in the present deed as Mortgagors	
carios DON ANGEL MARIO LOPEZ PADRO Y DOÑA LUCIA A. RUIZ are MR. ANGEL MAREO LOPEZ PADRO AND MRS. LUCIA A. RUIZ	
LOPEZ, mayores de edad, casados entre si, propietarios LOPEZ, of legal age, married each other, owned properto	y
vecinos de Yauco, Puerto Rico and neighbors of Yauco, Puerto Rico	<u> </u>
cuya dirección postal es:	1
whose postal address is: Bo. Barinas, Yauco, Puerto Rico 00768  Bo. Barinas, Yaucof, Puerto Rico 00768	-
	4
	4
DECIMO TERCERO: El importe del prestamo aquí consignado se usó ó será usado	
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used————————————————————————————————————	1

Forma FmHA 427-1(S) PR (Rev. 10-82) para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones for agricultural purposes and the construction and/or repair or improvement of the physicalfísicas en la finca(s) descrita(s).installations on the described farm(s).----DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-FOURTEENTH: The borrower will personally occupy and use any structuretura que haya sido construída, mejorada o comprada con el importe del préstamo constructed, improved or purchased with the proceeds of the loanaquí garantizado y no arrendará o usará para otros fines dicha estructura a menos herein guaranteed and shall not lease or use for other purposes said structure unless---que el Gobierno lo consienta por escrito. La violación de esta clausula como la the Government so consents in writing. Violation of this clause as well as--violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el violation of any other agreement or clause herein contained will causevencimiento de la obligación como si todo el término hubiese transcurrido y en the debt to become due as if the whole term had elapsed and theaptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la Government at its option may declare due and payable the loan and proceed to---ejecución de la hipoteca.----the les closure of the mortgage. DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción FIFTEENTH: This mortgage expressly extends to all construction--o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-or building existing on the farm(s) hereinbefore described and all improvement,————— ción o edificación que se construya en dicha finca(s) durante le vigencia del présconstruction or building constructed on said farm(s) while thetamo hipotecario constituido a favor del Gobierno, verificada por los actuales moregage loan constituted in favor of the Government is in effect, made by the presentdocnostileudores o por sus cesionarios o causahabientes. SEXTO: El deudor hipotecario por la presente renuncia mancomunada WX TELESTIFI: The morigagor by these presents hereby waives jointly and \_\_\_\_ solidanamente por sí y a nombre de sus herederos causahabientes, sucesores o everally for himself and on behalf of his heirs, assignees, successors or representantes a favor del acreedor (ADininistración de Hogares de Agricultores), representatives, in favor of mortgogee (Farmers Heme Administration)—

Graphics detection de Hogar Securo (Homostead) que un el present o en el futuro hy Homostead right (Homostead) that presently is in the luture pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios he may have in the property described in paragraph eleventh and in the buildings allí enclavados o que en el futuro fueran construídos; remuncia esta permitida thereon or which in the future may be constructed; this waiver being permittive ----a favor de la Administración de Hogares de Agricultures por la Ley Número trece in favor of the Farmera Home Administration by Law Number Thirteen (13) del veintiocho (28) de mayo de mil novecientos sesenta v nueve (1969) (31 (13) of the twenty-rights of May, nineteen hundred sixty-nine (1969) (31----L P.R.A. (851) -- ----DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual SEVENT - FOTH: Mostgagee and mortgagor agree that any quier estufa, horno, calentador comprado o financiado total o pasculmente con

stove, oven, water heater, purchased or financed completely or partially with----

fondos del préstamo aquí garantizado, se considerará e interpreterá como parte funds of the loan herein guaranteed, will be considered and understood to form part .--y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta and occupy the property object of this deed within the following sixty días a partir de la fecha de la inspección final; y en caso de circunstancias impredays from the date of final inspection, and in the event of unforeseen circumstancesvistas suera del control del deudor hipotecario que le impidiera mudarse, este lo beyond his control which would impede him to do so, he will--notificará por escrito al Supervisor Local. en dicha finca durante la vigencia antes mencionada deberá ser construída previaon said farm(s) during the term hereinbefore referred to, must be made with the previousautorización por escrito del acreedor hipotecario conforme a los reglamentos preconsent in writing of mortgagee in accordance with present regulations -sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y or future ones that may be promulgated pursuant to the tederal andlocales no inconsistentes o incompatibles con las leyes actuales que gobiernan local laws not inconsistent or incompatible with the present laws which govern estos tipos de préstamos.-----these types of loans .--VIGESIMO: Este instrumento garantiza asímismo el reseate o recuperación de TWENTIETH: This instrument also secures the recapture of cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatações any interest credit or subsidy which may be granted to the borrower(s) by the por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código Government pursuant to Forty-Two Se hace constar que el número de Cuenta Patronal de la Administración de Hogares de Agricultores siguiente: 72-0564834 F y el número de Seguro Social de 582-72-5982 y---los Deudores Hipotecarios es el: 053-30-4630, respectivamente. ------

Forma FmHA 427-1(S) PR (Rev. 10-82)

#### -- ACEPTACION-ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez The appearing party (parties) ACCEPT(S) this deed in the manner drawn once

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s) So they say and execute before me, the authorizing Notary, the appearing party (parties)----

sin requerir la presencia de testigos después de renunciar su derecho a ello del que without demanding the presence of witnesses after waiving his (their) right to do so of which

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n) After this deed was read by the appearing party(parties) he (they) ratify its-----

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura contents, place(s) his (their) initials on each of the folios of this deed-----

---Firmado: Angel Mario Lopez Padro y Mercedes Lopez



CCION



-Tiene adheridos y cancelados los correspondientes---sellos de Rentas Internas y el del Impuesto Notarial-del Colegio de Abogados de Puerto Rico,-----

---Suscritas las iniciales de cada compareciente en--todos y cada uno de los folios de la escritura matrizasí como estampado el sello y rúbrica del Notario----Autorizante.----

---Corresponde bien y fielmente con c1 original de sucontenido obrante bajo e1 número antes indicado en miprotocolo de Instrumentos Públicos.

Mulgall.

En P. R., a	14 de felluco	As 10.7%
comprobante de	\$ Núm	gan or to
Un comprehente de	e Num \$1.00 Num	1 descho
Presentado a la (*) Asiento Núa:	5-28 del	de la HM tomo-diario V32

tomo 20 de finca con los cargos siguientes: Odano de actual de 19

Bers. Registradora. Registradora.

## UNITED STATES DEPARTMENT OF AGRICULTURE FARM SERVICE AGENCY

Exhibit 10

654 Muñoz Rivera Avenue 654 Plaza Suite #829 San Juan, PR 00918

Borrower: Lopez Padro, Angel M. Case No: 63-016-3982

#### CERTIFICATION OF INDEBTEDNESS

t, Carlos J. Morales, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the Farm Service Agency, United States Department of Agriculture (USDA), state that:

 The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of September 9, 2020

Loan Number	43-06		
Note Amount	\$ 8,000.0		
Original Note Date	2/13/1990		
Date of Last Payment	3/18/2013 Bankruptcy		
Principal Balance	\$ 1,004.50		
Unpaid Interest	\$	663.82	
Misc. Charges	\$	-	
Total Balance	\$	1,668.32	
Daily Interest Accrual	\$	0,1032	
Amount Delinquent	\$	497.86	
Years Delinquent		2	

Loan Number	43-07		
Note Amount	\$ 10,000.0		
Original Note Date	4/25/1995		
Date of Last Payment	3/18/2013 Bankruptcy		
Principal Balance	\$ 10,950.47		
Unpaid Interest	\$	4,344.90	
Misc. Charges	\$	-	
Total Balance	\$	15,295.37	
Daily Interest Accrual	\$	1.1250	
Amount Delinquent	\$	15,295.37	
Years Delinquent	Fully matured		

Loan Number		41-08		
Note Amount	\$	73,500.00		
Original Note Date		8/11/1977		
Date of Last Payment	3/18/	3/18/2013 Bankruptcy		
Principal Balance	\$	\$ 166,671.12		
Unpaid Interest	\$	117,024.60		
Misc. Charges	\$	-		
Total Balance	\$	283,695.72		
Daily Interest Accrual	\$	22.8317		
Amount Delinquent	\$	283,695.72		
Years Delinquent	F	Fully matured		

- The information in the above Statement of Account in affiant's opinion is a true and correct statement
  of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.

Digitally signed by CARLOS MORALES (Affiliate)
DNs c=US, o=US. Government, ou=Department of
Agricuture, 0, 22342,1902030,100,1.=12001003816118,
cn=CARLOS MORALES (Affiliate)
Date 2020,090,1132733-0400
Adobe Acrobat version: 2020,012,20041

Carlos J. Morales Lugo LRTF Contractor September 9, 2020

Exhibit 11





Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-3982

Birth Date:

Last Name: LOPEZ PADRO

First Name: **ANGEL MARIO** Middle Name:

Status As Of: Nov-17-2020

Certificate ID: 9PYP99RWSHTPYDT

On Active Duty On Active Duty Status Date						
Active Duty Start Date Active Duty End Date Status Service Component						
NA	NA	No	NA			
This response reflects the individuals' active duty status based on the Active Duty Status Date						

Left Active Duty Within 367 Days of Active Duty Status Date					
Active Duty Start Date Active Duty End Date Status Service Component					
NA	NA	No	NA		
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date					

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date					
Order Notification Start Date Order Notification End Date Status Service Component					
NA	NA	No	NA		
This response reflects whether the individual or his/her unit has received early notification to report for active duty					

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director

Department of Defense - Manpower Data Center

400 Gigling Rd. Seaside, CA 93955 The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) reporting System (DEERS) reporting System (DEERS) reporting Systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: https://scra.dmdc.osd.mil/scra/#/faqs. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

#### More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

#### Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

O KICO
Civil Action No. FORECLOSURE OF MORTGAGE
TIL ACTION
counting the day you received it) — or 60 days if you imployee of the United States described in Fed. R. Civ. the attached complaint or a motion under Rule 12 of the served on the plaintiff or plaintiff's attorney,
AS
d against you for the relief demanded in the complaint.
MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Signature of Clerk or Deputy Clerk
_

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

### PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (nan ceived by me on (date)						
	•	the summons on the individual	at (place)				
	1 3		on (date)				
	☐ I left the summons	at the individual's residence or	usual place of abode with (name)				
	, a person of suitable age and discretion who resides the						
	on (date)	, and mailed a copy to	the individual's last known address; or				
	☐ I served the summo	ons on (name of individual)			, who is		
	designated by law to a	accept service of process on beh	alf of (name of organization)				
			on (date)	; or			
	☐ I returned the sumn	nons unexecuted because			; or		
	☐ Other (specify):						
	My fees are \$	for travel and \$	for services, for a total of \$		0 .		
	I declare under penalty	of perjury that this information	n is true.				
Date:							
			Server's signature				
			Printed name and title				
			Server's address				

Additional information regarding attempted service, etc:

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

District of 1	dello Ideo
United States of America, acting through the United States Department of Agriculture	
Digintiff(a)	
Plaintiff(s)  V.	Civil Action No.
)	FORECLOSURE OF MORTGAGE
ANGEL M. LOPEZ PADRO, et als. ) )	PORECLOSURE OF MORTGAGE
Defendant(s)	
SUMMONS IN A	CIVIL ACTION
To: (Defendant's name and address) Conjugal Partnership López-Rd. 335, Km. 6.5 Int. Barina Wd. Yauco, P.R. 00698	Ruiz
A lawsuit has been filed against you.	
Within 21 days after service of this summons on you are the United States or a United States agency, or an officer P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer the Federal Rules of Civil Procedure. The answer or motion whose name and address are:	er to the attached complaint or a motion under Rule 12 of
JUAN CARLOS FORTUÑO P.O. BOX 3908 GUAYNABO PR 00970	O FAS
If you fail to respond, judgment by default will be en You also must file your answer or motion with the court.	stered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	
Date:	Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

### PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (nan ceived by me on (date)						
	•	the summons on the individual	at (place)				
	1 3		on (date)				
	☐ I left the summons	at the individual's residence or	usual place of abode with (name)				
	, a person of suitable age and discretion who resides the						
	on (date)	, and mailed a copy to	the individual's last known address; or				
	☐ I served the summo	ons on (name of individual)			, who is		
	designated by law to a	accept service of process on beh	alf of (name of organization)				
			on (date)	; or			
	☐ I returned the sumn	nons unexecuted because			; or		
	☐ Other (specify):						
	My fees are \$	for travel and \$	for services, for a total of \$		0 .		
	I declare under penalty	of perjury that this information	n is true.				
Date:							
			Server's signature				
			Printed name and title				
			Server's address				

Additional information regarding attempted service, etc:

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

District of	Puerto Rico
United States of America, acting through the United States Department of Agriculture  Plaintiff(s) v.  ANGEL M. LOPEZ PADRO, et als.  Defendant(s)	) ) ) ) Civil Action No.  FORECLOSURE OF MORTGAGE ) ) )
SUMMONS IN	A CIVIL ACTION
To: (Defendant's name and address) LUCIA AMALIA RUIZ LOPI Rd. 335, Km. 6.5 Int. Barina Wd. Yauco, P.R. 00698	EZ
A lawsuit has been filed against you.	
are the United States or a United States agency, or an office	
If you fail to respond, judgment by default will be You also must file your answer or motion with the court.	entered against you for the relief demanded in the complaint.  MARIA ANTONGIORGI-JORDAN, ESQ.
	CLERK OF COURT
Date:	Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

### PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (nan ceived by me on (date)						
	•	the summons on the individual	at (place)				
	1 3		on (date)				
	☐ I left the summons	at the individual's residence or	usual place of abode with (name)				
	, a person of suitable age and discretion who resides the						
	on (date)	, and mailed a copy to	the individual's last known address; or				
	☐ I served the summo	ons on (name of individual)			, who is		
	designated by law to a	accept service of process on beh	alf of (name of organization)				
			on (date)	; or			
	☐ I returned the sumn	nons unexecuted because			; or		
	☐ Other (specify):						
	My fees are \$	for travel and \$	for services, for a total of \$		0 .		
	I declare under penalty	of perjury that this information	n is true.				
Date:							
			Server's signature				
			Printed name and title				
			Server's address				

Additional information regarding attempted service, etc:

## Case 3:20-cv-01673 Document 1-18 Filed 11/23/20 Page 1 of 1

# UNITED STATES DISTRICT COURT DISTRICT OF PUERTO RICO

## **CATEGORY SHEET**

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorne	y Name (Last, Firs	t, MI): Fortuño, Juan Carlos
USDC-	PR Bar Number:	211913
Email Address:		jcfortuno@fortuno-law.com
1.	Title (caption) of t	he Case (provide only the names of the <u>first</u> party on <u>each</u> side):
	Plaintiff:	UNITED STATES OF AMERICA, acting through the USDA
	Defendant:	ANGEL M. LOPEZ PADRO; ET ALS.
2.	Indicate the categor	bry to which this case belongs:
	Ordinary Civi	1 Case
	Social Securit	у
	Banking	
	Injunction	
3.	Indicate the title at	nd number of related cases (if any).
	N/A	
4.	Has a prior action	between the same parties and based on the same claim ever been filed before this Court?
	Yes	
	⊠ No	
5.	Is this case require	ed to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?
	Yes	
	⊠ No	
6.	Does this case que	estion the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)
	Yes	
	⊠ No	
Date Su	bmitted: Novemb	er 17, 2020

rev. Dec. 2009

Print Form

Reset Form

JS 44 (Rev. 02/19)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

purpose of infiniting the civit di	DORGE SHOCE. ISEE INSTRUC	HONS ON NEXT FROM OF	THOLO						
l. (a) PLAINTIFFS				DEFENDANTS	8				
UNITED STATES OF AM	MERICA			ANGEL M. LOPEZ PADRO, et als.					
(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)			· · · · · · · · · · · · · · · · · · ·	County of Residence of First Listed Defendant Yauco, P.R.  (IN U.S. PLAINTIFF CASES ONLY)  NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.					
(c) Attorneys (Firm Name, Juan C. Fortuño Fas Po Box 3908, Guaynabo Tel. 787-751-5290	•			Attorneys (If Known)	)				
II. BASIS OF JURISDI	CTION (Place an "X" in O	ne Box Only)	III. CI	TIZENSHIP OF P	PRINCIPA	L PARTIES	(Place an "X" in C	One Box f	or Plaintiff
	☐ 3 Federal Question (U.S. Government)	Not a Party)			PTF DEF	Incorporated or Proof Business In		r Defenda PTF - (J. 4	ont) DEF □ 4
7 2 U.S. Government Defendant	☐ 4 Diversity (Indicate Citizensh.	ip of Parties in Item III)	Citizo	en of Another State	7 2 🗇 2	Incorporated and of Business In		Ø 5	□ 5
				en or Subject of a □ □ reign Country	3 0 3	Foreign Nation		ጠ 6	□ 6
IV. NATURE OF SUIT						here for: Nature			
CONTRACT	i e	RTS	1	DRFEITURE/PENALTY		KRUPTCY	1		ES
<ul> <li>□ 110 Insurance</li> <li>□ 120 Marine</li> <li>□ 130 Miller Act</li> <li>□ 140 Negotiable Instrument</li> <li>□ 150 Recovery of Overpayment &amp; Enforcement of Judgment</li> <li>□ 151 Medicare Act</li> <li>□ 152 Recovery of Defaulted Student Loans (Excludes Veterans)</li> <li>□ 153 Recovery of Overpayment of Veteran's Benefits</li> <li>□ 160 Stockholders' Suits</li> <li>□ 190 Other Contract</li> <li>□ 195 Contract Product Liability</li> <li>□ 196 Franchise</li> <li>■ 210 Land Condemnation</li> <li>★ 220 Forcelosure</li> <li>□ 230 Rent Lease &amp; Ejectment</li> <li>□ 245 Tort Product Liability</li> <li>□ 290 All Other Real Property</li> </ul>	PERSONAL INJURY  310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 755 Motor Vehicle Product Liability 360 Other Personal Injury 460 Other Personal Injury 440 Other Civil Rights 441 Voting 443 Housing/ Accommodations 445 Amer. w/Disabilities - Employment 446 Amer. w/Disabilities - Other 448 Education	Other:    540 Mandamus & Othe   550 Civil Rights   555 Prison Condition   560 Civil Detainee - Conditions of	TTY	5 Drug Related Scizure of Property 21 USC 881 6 Other  LABOR 0 Fair Labor Standards Act 0 Labor/Management Relations 0 Railway Labor Act 1 Family and Medical Leave Act 0 Other Labor Litigation 1 Employee Retirement Income Security Act  IMMIGRATION 2 Naturalization Application 5 Other Immigration Actions	423 Withe 28 U	SC 157  ETY RIGHTS rights t t - Abbreviated Drug Application emark SECURITY (1395ff) Lung (923) C/DIWW (405(g)) Title XVI 405(g))  LETAX SUITS (U.S. Plaintiff efendant)	□ 480 Consumer □ 485 Telephor Protectic □ 490 Cable/Sa □ 850 Securitie Exchang □ 890 Other Sta □ 891 Agricult □ 893 Environn Act □ 896 Arbitratie □ 899 Administ	(31 USC) apportion ad Banking cc ion rer Influence Organizati or Credit or Credit or Consum on Act of TV s/Commo ge ututory Act oral Acts oral Ma of Inform on trative Pre cew or App Decision tionality of	ment  g  ced and ions  mer  adities/ tions  atters mation  ocedure peal of
	moved from 🛛 3	Confinement  Remanded from  Appellate Court		stated or	er District	☐ 6 Multidist Litigation Transfer	n -	Multidis Litigatio Direct Fi	on -
VI. CAUSE OF ACTION	Cite the U.S. Civil Sta Consolidated Far Brief description of ca	tute under which you are m & Development A use:	o filing (7 Act, 7 U	Do not cite jurisdictional sta SC 1921, et seq. &	ututes unless di 28 USC 13	versity): 345			
VII. REQUESTED IN COMPLAINT:	CHECK IF THIS UNDER RULE 2	IS A CLASS ACTION 3, F.R.Cv.P.		EMAND S 300,659.41		HECK YES only		complai <b>X</b> No	
VIII. RELATED CASI IF ANY	E(S) (See instructions):	JUDGE		<i></i>	DOCKE	T NUMBER _			
November 17, 202	0	SIGNATURE OF ACT	OHNEY C						
FOR OFFICE USE ONLY	AOLESIT.	res (gras)		1		MAG, JUI	LVGE.		
RECEIPT # AN	MOUNT	APPLYING IFP		JUDGE		MAG, (U)			